



MEMORANDUM

ED&HS

AGENDA ITEM NO. 4 (O)

TO: Honorable Chairperson and Members
Board of County Commissioners

DATE: May 14, 2003

FROM: Steve Shiver
County Manager

SUBJECT: Request to Advertise for
Management of the Helen Sawyer
Assisted Living Facility and
Adult Day Care
RFP No. 400

This Request for Proposals (RFP), attached in substantially completed form and prepared by the Department of Procurement Management for the Miami-Dade Housing Agency, is recommended for advertisement.

RFP Title: Management of Helen Sawyer Assisted Living Facility
(Helen Sawyer Plaza)

RFP No.: 400

Description: This RFP is issued to obtain proposals from qualified firms to provide on-site management services to the Helen Sawyer Assisted Living Facility (ALF) and Adult Day Care located at 1150 NW 11 Street Road, Miami, Florida.

Background: In December 2002, the Board of County Commissioners approved Resolution R-1405-02 authorizing execution of a new agreement with MIA Consulting Group, Inc. to provide management services at the Helen Sawyer Adult Living Facility. MIA Consulting Group, Inc. had been providing services at the Helen Sawyer ALF since 1998. MIA Consulting Group, Inc. dissolved the company effective April 4, 2003. The facility is temporarily being managed by staff from the Department of Human Services and the Miami-Dade Housing Agency.

Method of Award:

Proposals will be evaluated based on the following technical criteria and given a technical score:

- Proposer's approach to providing the type of services described in this RFP, including validity of proposed budget and management plan
- Proposer's experience, qualifications, capabilities, financial and management resources and past performance in providing quality performance in the management of similar size ALFs
- Experience and Qualifications of individual, including subcontractors that will be assigned to this project
- Familiarity with Medicaid Waiver programs and State of Florida Assisted Living Facility Requirements
- Section 3 (USHUD requirements)

Price proposals will be evaluated using the formula included in the RFP based on the total fees charged.

Funding Source:

As a public housing facility, Helen Sawyer Plaza receives funding from USHUD operational and utility subsidies, Medicaid waiver for services, and Optional State Supplement for room and board.

Cost Estimate:

Management fee is estimated to be \$120,000 per year based on occupancy rates.

Term:

Two years with three one-year options to renew.

Using/Managing Agency:

Miami-Dade Housing Agency

Review Committee:

The department is using general funds; therefore, County measure cannot be applied.

Est. Advertisement Date:

Ten days after adopted by the Board of County Commissioners, unless vetoed by the Mayor.



MEMORANDUM

(Revised)

TO: Honorable Chairperson and Members
Board of County Commissioners

DATE: June 3, 2003

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No.

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved _____ Mayor Agenda Item No.

Veto

Override

RESOLUTION NO.

RESOLUTION AUTHORIZING THE COUNTY MANAGER
TO ADVERTISE A REQUEST FOR PROPOSALS FOR
AND ON BEHALF OF MIAMI-DADE COUNTY TO
OBTAIN A FIRM TO MANAGE THE HELEN SAWYER
ASSISTED LIVING FACILITY AND ADULT DAY CARE,
TO EXERCISE ANY CANCELLATION AND RE-
ADVERTISEMENT PROVISIONS AND TO EXERCISE
ALL OTHER RIGHTS CONTAINED THEREIN
RFP NO.400

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the advertisement of Request for Proposals No. 400 for Management of the Helen Sawyer Assisted Living Facility and Adult Day Care, in substantially the form attached hereto and made a part hereof; and authorizes the County Manager to advertise same for and on behalf of Miami-Dade County and to exercise any cancellation and re-advertisement provisions and any other rights contained therein.

The foregoing resolution was offered by Commissioner _____, who
moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro
Jose "Pepe" Diaz
Sally A. Heyman
Jimmy L. Morales
Dorrin D. Rolle
Katy Sorenson

Dr. Barbara Carey-Shuler
Betty T. Ferguson
Joe A. Martinez
Dennis C. Moss
Natacha Seijas
Rebeca Sosa

Sen. Javier D. Souto

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of
June, 2003. This resolution shall become effective ten (10) days after the date of its adoption
unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this
Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as,
to form and legal sufficiency. to

By: _____
Deputy Clerk

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REQUEST FOR PROPOSALS
FOR
MANAGEMENT OF THE HELEN SAWYER ADULT LIVING FACILITY

RFP No. 400

PRE-PROPOSAL CONFERENCE TO BE HELD ON
_____, 2003 at _____ PM (Local Time)
at

Miami, Florida

ISSUING DEPARTMENT:
DEPARTMENT OF PROCUREMENT MANAGEMENT
for

Contracting Officer:
Telephone: (305) 375-5018

PROPOSALS ARE DUE AT THE ADDRESS SHOWN BELOW
NO LATER THAN

Friday, _____, 2003 at 2:00 PM (Local Time)
at

CLERK OF THE BOARD
STEPHEN P. CLARK CENTER
111 NW 1st STREET, 17TH FLOOR, SUITE 202
MIAMI, FLORIDA 33128-1983

PROPOSALS WILL BE OPENED PROMPTLY AT THE TIME AND PLACE SPECIFIED. PROPOSALS RECEIVED AFTER THE FIRST PROPOSAL HAS BEEN OPENED WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. THE RESPONSIBILITY FOR SUBMITTING A PROPOSAL TO THE CLERK OF THE BOARD ON OR BEFORE THE STATED TIME AND DATE IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. MIAMI-DADE COUNTY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE.

MIAMI-DADE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER AND DOES NOT
DISCRIMINATE BASED ON AGE, GENDER, RACE OR DISABILITY.

VISIT THE COUNTY DEPARTMENT OF PROCUREMENT MANAGEMENT
WEBSITE: <http://www.miamidade.gov/dpm>

REV. 4/8/03

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DEFINITIONS

The following words and expressions used in this solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Contractor" or "Consultant" to mean the Proposer that receives any award of a Contract from the County as a result of this Solicitation, which is also to be known as "the prime Contractor" or "the prime Consultant".
- b) The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
- c) The word "Department" to mean Miami-Dade Housing Agency.
- d) The words "Proposer", "Submitter" or "Respondent" to mean the person, firm, entity or organization submitting a response to this Solicitation.
- e) The words "Scope of Services" or "Scope of Work" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor or Consultant.
- f) The word "Solicitation" to mean this Request For Proposal (RFP) or Request For Qualification (RFQ) or Request For Information (RFI) document, and all associated addenda and attachments.
- g) The words "Subcontractor" or "Subconsultant" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Work or Services to the County, whether directly or indirectly, on behalf of the Contractor.
- h) The words "Work", "Services", "Program", "Project" or "Engagement" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.
- i) The words "Work Order" to mean a document that defines and describes the parameters of individual projects assigned or awarded by the County to the Contractor in accordance to the terms of the Contract.

SECTION 1.0 - RFP OVERVIEW AND PROPOSAL PROCEDURES**1.1 INTRODUCTION/BACKGROUND**

Miami-Dade County, hereinafter referred to as the "County," as represented by the Miami-Dade Housing Agency (MDHA), seeks proposals from interested, qualified firms to provide on-site management services to the Helen Sawyer Assisted Living Facility (ALF) and Adult Day Care.

Helen Sawyer Adult Living Facility, located at 1150 NW 11 Street Road, Miami, Florida, was built in 1976 as an adult congregate living facility and is licensed for the operation of 101 units. The ALF provides assistance with activities of daily living to frail residents as well as serve as a day care center for non-residents. The County is seeking to enter into a management agreement for a Contractor to provide services that include:

- a) apartment leasing (following screening and referral by the County)
- b) lease execution
- c) rent, meals and other services collections
- d) lease enforcement
- e) maintenance, including housekeeping and housekeeping inspection
- f) hiring, supervising, training and dismissal of staff
- g) annual income reviews per USHUD requirements
- h) nursing services provided by a licensed nurse on an as-needed basis to ensure therapeutic regimens such as changing dressings, administering medications, assessing the recipient's state of health, and emergency care
- i) purchasing of all required supplies and services
- j) full financial management responsibilities
- k) ensuring the safety and security of all residents and visitors
- l) residential services, including transportation, personal care, social and recreational activities, meals, safety, and admissions
- m) monitor and invoice the Medicaid Fiscal Agent for Assisted Living Medicaid Waiver Services
- n) processing Operational State Supplement applications and payments
- o) preparation or catering of means, special diets, prepared and served according to statutory requirements; purchase of food, kitchen supplies and equipment
- p) adhere to all policies and procedures as outlined in the Assisted Living Medicaid Waiver Coverage and Limitations Handbook, and all applicable Federal, State and local laws.

It is anticipated that any Agreement that results from this Request for Proposals (RFP) will be for two (2) years, with three one-year options to renew at the sole discretion of the County.

1.2 RFP TIMETABLE

The anticipated schedule for this RFP and contract approval is as follows:

RFP available for distribution:

Pre-Proposal Conference:

Location:

Deadline for receipt of questions:

Deadline for receipt of proposals: Friday, _____ 2003 at 2:00 p.m. (Local Time)
(See Section 1.4 for location)

Evaluation/Selection process: _____ Week of _____

Oral presentations, if conducted:

Projected Award Date:

Projected contract start date:

1.3 RFP AVAILABILITY

Copies of this solicitation package can be obtained through Department of Procurement Management - Vendor Information Center (VIC), 111 NW 1st Street, Suite 112, Miami, FL 33128-1919 at a cost of \$10.00 for each solicitation package and an additional \$5.00 fee for a request to receive the solicitation package through the United States Postal Service. For your convenience we now accept VISA and MasterCard. To request the solicitation package through the United States Postal Service, mail your request with the following information: the solicitation number and title, the name of Proposer's contact person, Proposer's name, complete address to be mailed to, telephone number and fax number, along with a \$15.00 check or money order made payable to: Miami-Dade Board of County Commissioners.

Proposers or Respondents who obtain copies of this Solicitation from sources other than the County's Department of Procurement Management's VIC risk the potential of not receiving addenda, since their names will not be included on the list of firms participating in the process for this particular Solicitation. Such Proposers or Respondents are solely responsible for those risks (**see Section 1.8**)

1.4 PROPOSAL SUBMISSION

All proposals must be submitted on 8 1/2" X 11" paper, neatly typed on one side only, with normal margins, and spacing. The original document package must not be bound and the document package copies should be individually bound. **An unbound one-sided original and 10 bound copies (a total of 11)** of the complete proposal (both the technical and price proposals) must be received by **the deadline for receipt of proposal specified in this RFP Timetable (see Section 1.2)**. The original, all copies, and the separate sealed price/cost envelope, must be submitted (**technical packaged separately from price**) in a sealed envelope or container stating on the outside the Proposer's name, address, telephone number, the RFP number, RFP title, and Proposal Due Date to:

**Clerk of the Board
Stephen P. Clark Center
111 NW 1st Street, 17th Floor, Suite 202
Miami, FL 33128-1983**

Hand-carried proposals may be delivered to the above address **ONLY** between the hours of 8:00 a.m. and 4:30 p.m., Mondays through Fridays (however, please note that proposals are due at the Clerk of the Board on the date and at the time indicated in Section 1.2. Additionally, the Clerk of the Board is closed on holidays observed by the County). Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

Both the Technical (Quality) Proposal and the Price Proposal must be signed by an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a proposal by a Proposer will be considered by the County as constituting an offer by the Proposer to perform the required services at the stated prices.

1.5 PRE-PROPOSAL CONFERENCE/EXAMINATION OF SITE

A pre-proposal conference has been scheduled for **the date, time and place specified in this RFP Timetable (see Section 1.2)**. Attendance is recommended but not mandatory. Proposers are requested to inform the RFP Contracting Officer of the number of persons expected to attend no later than 24 hours before the scheduled date. Proposers are encouraged to submit any questions in writing to the RFP Contracting Officer (**see Section 1.6**) in advance of the pre-proposal conference.

A site visit has been scheduled for _____, at _____ A.M. (local time) at _____. Attendance is recommended but not mandatory. Proposers are requested to inform the RFP Contracting Officer (**see Section 1.6**) of the number of persons expected to attend no later than 24 hours before the scheduled date.

1.6 CONE OF SILENCE

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time the County Manager issues a written recommendation to the Board of County Commissioners. The Cone of Silence **prohibits any communication** regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Manager and the County Manager's staff, the Mayor, County Commissioners or their respective staffs;
- the Mayor, County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Manager and the County Manager's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Information Center, the responsible Procurement Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

Proposers must file a copy of any written communications with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at CLERKBCC@MIAMIDADE.GOV.

In addition to any other penalties provided by law, violation of the Cone of Silence by any Proposer shall render any RFP award or RFQ award voidable. Any person having personal knowledge of a violation of these provisions shall report such violation to the State Attorney and/or may file a complaint with Ethics Commission. Proposers should reference Section 2-11.1(t) of the Miami-Dade County Code for further clarification.

This language is only a summary of the key provisions of the Cone of Silence. Please review Miami-Dade County Administrative Order 3-27 for a complete and thorough description of the Cone of Silence.

All Proposers will be notified in writing when the County Manager makes an award recommendation to the Board of County Commissioners.

The Contracting Officer for this RFP is:

Name and Title: Rita Fenwick
Name of Agency: Dept. of Procurement Management
Address: 111 NW 1st Street, Miami, FL 33128
Telephone: (305) 375-5018
Fax: (305) 375-1083
Email: fenwick@miamidade.gov

1.7 CONTRACT MEASURES

No contract measures have been established for this RFP.

1.8 ADDITIONAL INFORMATION/ADDENDA

Requests for additional information or clarifications must be made in writing and received by the County's Contracting Officer for this RFP, in accordance with **Section 1.6** above, no later than the deadline for receipt of questions specified in the RFP Timetable (**see Section 1.2**). The request must contain the RFP number and title, Proposer's name, name of Proposer's contact person, address, phone number, and facsimile number.

Electronic facsimile requesting additional information will be received by the RFP Contracting Officer at the fax number specified in **Section 1.6** above. Facsimiles must have a cover sheet which includes, at a minimum, the Proposer's name, name of Proposer's contact person, address, number of pages transmitted, phone number, facsimile number, and RFP number and title.

The County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

It is the Proposer's responsibility to assure receipt of all addenda. The Proposer should verify with the designated RFP Contracting Officer prior to submitting a proposal that all addenda have been received. Proposers are required to acknowledge the number of addenda received as part of their proposals (**see attached Form A-3**).

Proposers who obtain copies of this RFP from sources other than the County's Department of Procurement Management's VIC risk the potential of not receiving addenda, since their names will not be included on the Vendor List for this particular RFP. Such Proposers are solely responsible for those risks.

1.9 PROPOSAL GUARANTEE DEPOSIT

No Proposal Guarantee Deposit is required for this RFP.

1.10 MODIFIED PROPOSALS

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the Proposal Due Date. The Evaluation/Selection Committee will only consider the latest version of the proposal.

1.11 WITHDRAWAL OF PROPOSALS

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be

withdrawn in writing only, addressed to the County contact person for this RFP (in accordance with **Section 1.6**), prior to the Proposal Due Date or upon the expiration of ONE HUNDRED EIGHTY (180) calendar days after the opening of proposals.

1.12 LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Proposals received after the Proposal Due Date are late and will not be considered. Modifications received after the Proposal Due Date are also late and will not be considered. Letters of withdrawal received either after the Proposal Due Date or after contract award, whichever is applicable, are late and will not be considered.

Proposals will be opened promptly at the time and place specified. Proposals received after the first proposal has been opened will not be opened and will not be considered. The responsibility for submitting a proposal to the Clerk of the Board on or before the stated time and date is solely and strictly the responsibility of the Proposer. Miami-Dade County is not responsible for delays caused by any mail, package or couriers service, including the U.S. mail, or caused by any other occurrence.

1.13 RFP POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP.

1.14 COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s). No payment will be made for any responses received, nor for any other effort required of or made by the Proposer(s) prior to commencement of work as defined by a contract approved by the Board of County Commissioners.

1.15 BUSINESS ENTITY REGISTRATION

Miami-Dade County requires business entities to complete a registration application with Department of Procurement Management before doing business with the County. Proposers need not register with the County to present a proposal; however, the selected Proposer(s) must register prior to award of a contract as failure to register may result in the rejection of the Proposal. To register, or for assistance in registering, contact the **VIC at (305) 375-5773**.

It is the responsibility of the business entity to update and renew its application concerning any changes such as new address, telephone number, commodities, etc. during the performance of any agreement obtained as a result of this RFP.

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hot line at 305 579-2593.

1.16 ORAL PRESENTATIONS

The County may require Proposers to give oral presentations in support of their proposals or to exhibit or otherwise demonstrate the information contained therein. If required, the presentations are anticipated to be conducted on the date indicated in this **RFP Timetable (see Section 1.2)**.

1.17 PROPOSER REGISTRATION AFFIDAVIT

Proposers are advised that in accordance with Section 2-11.1(s) of the Code of Miami-Dade County, the attached Affidavit of Miami-Dade County Lobbyist Registration for Oral Presentation (**see attached Form A-2**) must be completed, notarized and included with the proposal submission. Lobbyists specifically include the principal, as well as any agent, officer or employee of a principal, regardless of whether such lobbying activities fall within the normal scope of employment of such agent, officer or employee.

Individuals substituted for or added to the presentation team after submittal of the proposal and filing by staff, **MUST** register with the Clerk of the Board and pay all applicable fees.

NOTE: Other than for the Oral Presentation, Proposers who wish to address the County Commission, County Board or Committee concerning any actions, decisions or recommendations of County personnel regarding this RFP in accordance with Section 2-11.1(s) of The Code of Miami-Dade County, Florida and Ordinance 01-162 must register with the Clerk of the Board (Form BCCFORM2DOC) and pay all applicable fees.

1.18 EXCEPTION TO THE RFP

Proposers may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. All exceptions taken must be specific, and the Proposer must indicate clearly what alternative is being offered to allow the County a meaningful opportunity to evaluate and rank proposals, and the cost implications of the exception (if any).

Where exceptions are taken, the County shall determine the acceptability of the proposed exceptions. The County, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the County may insist that the Proposer furnish the services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding Section, paragraph and page number in this RFP. However, the County is under no obligation to accept any exceptions. If no exception is stated, the County will assume that the Proposer will accept all terms and conditions.

1.19 PROPRIETARY/ CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law."

The Proposer shall not submit any information in response to this solicitation, which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County shall endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. The redaction or return of information

pursuant to this clause may render a proposal nonresponsive.

1.20 NEGOTIATIONS

The County may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

The County reserves the right to enter into contract negotiations with the selected Proposer. If the County and the selected Proposer cannot negotiate a successful contract, the County may terminate said negotiations and begin negotiations with another selected Proposer. This process will continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

1.21 RIGHTS OF PROTEST

A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No. 3-21.

As a condition of initiating any protest, the protester shall present to the Clerk of the Board a non-refundable filing fee payable to the Clerk of the Board in accordance with the schedule provided below.

| <u>Award Amount</u> | <u>Filing Fee</u> |
|------------------------|-------------------|
| \$25,001- \$100,000 | \$500 |
| \$100,001- \$500,000 | \$1,000 |
| \$500,001- \$5 million | \$3,000 |
| over \$5 million | \$5,000 |

Any question, issue, objection or disagreement concerning, generated by, or arising from the published requirements, terms, conditions or processes contained or described in the solicitation document shall be deemed waived by the protester and shall be rejected as a basis for a protest unless it was brought by that Proposer to the attention, in writing, of the procurement agent, buyer, contracting officer or other contact person in the County department that issued the solicitation document, at least two working days (not less than 48 hours) prior to the hour of the due date for proposal submission.

The foregoing notwithstanding, the protest may not challenge the relative weight of the evaluation criteria or the formula specified for assigning points therefore contained in the request for proposals ("RFP") or request for qualifications ("RFQ") specifications.

All protests shall be submitted in writing to the Clerk of the Board pursuant to the procedures established in Section 2-8.4 and Administrative Order No. 3-21. The protest shall state with particularity the specific facts and grounds on which it is based, and shall include all pertinent documents and evidence and shall be accompanied by the corresponding filing fee. This shall form the basis for review of the protest and no other facts, grounds, documentation or evidence not contained in the protester's submission to the Clerk of the Board at the time of filing the protest shall be permitted in the consideration of the protest, except for such additional evidence as is allowed during the course of the protest proceedings.

A. Award Recommendations Over \$100,000

Award recommendations for contracts and purchases involving the expenditure of over \$100,000 will be in writing, signed by the issuing department to each competing Proposer announcing the recommended award, and a copy shall be deposited with the Clerk of the Board on the same day it is

mailed. Any protest Proposer must be filed with the Clerk of the Board within ten (10) working days of the date of the award recommendation letter. Within two (2) working days of that filing, the protester shall supply the County Attorney and each Proposer in the competitive process with a true copy of each document that was filed with the protest. A hearing examiner shall be appointed to hear the protest and submit a written report and recommendation to the County Manager within twenty (20) working days of the filing of the protest (maximum 25 working days if hearing examiner consents to extension request).

Failure to timely file any written protest shall constitute a waiver of the right to protest the award recommendation.

B. Award Recommendations Over \$25,000 and up to \$100,000

Award recommendations for contracts and purchases involving the expenditure of over \$25,000 up to and including \$100,000 shall be posted by 9:00 a.m., every Monday in the lobby of the Stephen P. Clark Center, 111 NW 1st Street, Miami, FL 33128. Such recommendations shall be in writing and shall identify the Proposer to whom the award is being recommended and the basis therefor. It is the responsibility of the Proposer to monitor such bulletin after proposal submission to ascertain that a recommendation for award has been made. Participants can call the Awards Line at 305-375-4724 or (800) 510-4724, or contact the person identified on the cover page of the solicitation.

Any protest by a Proposer must be filed with the Clerk of the Board within five (5) working days of the posting of the award recommendation, together with the \$500.00 nonrefundable filing fee. Award recommendations for which a protest is not received within the five (5) working day period shall be awarded in accordance with the department's recommendation. Not later than twenty (20) working days from the filing of the protest, the Director of the issuing department shall review the written recommendation for award and the written protest, and after consultation with the County Attorney, shall issue a recommendation to the County Manager for final disposition of the protest.

The department shall provide an opportunity to settle the protest by mutual agreement within five (5) working days of the filing of the protest.

Failure to timely file any written protest shall constitute a waiver for the right to protest the award recommendation.

C. Award Recommendations \$25,000 and Less

Award recommendations for contracts and purchases involving the expenditure of \$25,000 or less are considered final and may not be protested.

1.22 LOCAL PREFERENCE

The evaluation and ranking of proposals is subject to Ordinance No. 01-21 and Resolution No. R-514-02, which, except where Federal and State law mandates to the contrary, provides that a preference be given to a local Proposer if in the final ranking it is within 5% of the highest ranked Proposer and the highest ranked Proposer is a non-local business. Local business means the Proposer has a valid occupational license issued by Miami-Dade County or Broward County, at least one year prior to the proposal due date, to do business in Miami-Dade County that authorizes the business to provide the goods, services or construction to be purchased, and a physical business address located within the limits of Miami-Dade or Broward County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. If the County extends local preferences to other Counties, those Counties will participate in local preference considerations.

The Proposer should complete, sign and submit the attached **Form A-5** "Local Business Preference" with the Technical Proposal in order to be considered for Local Preference.

1.23 RULES, REGULATIONS AND LICENSING REQUIREMENTS

The Proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all Federal, State and local laws, ordinances, codes, rules and regulations that may in any way affect the goods or services offered, especially Executive Order No. 11246 entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60), the Americans with Disabilities Act of 1990 and implementing regulations, the Rehabilitation Act of 1973, as amended, Chapter 553 of Florida Statutes and any and all other local, State and Federal directives, ordinances, rules, orders, and laws relating to people with disabilities.

1.24 REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. A responsive proposal is one which follows the requirements of the RFP, includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in a proposal being deemed non-responsive.

1.25 CRIMINAL CONVICTION

Pursuant to Miami-Dade County Ordinance No. 94-34, "Any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving funding from the County." Accordingly, Criminal Record Affidavit forms are available upon request at Department of Procurement Management/VIC at (305) 375-5773 for those individuals or firms requesting to disclose this information only.

1.26 QUARTERLY REPORTING WHEN SUB-CONTRACTORS ARE UTILIZED

Proposers are advised that when subcontractors or subconsultant are utilized to fulfill the terms and conditions of this contract, Miami-Dade County Resolution No. 1634-93 will apply to this contract. This resolution requires the selected Proposer to file quarterly reports as to the amount of contract monies received from the County and the amounts thereof that have been paid by the contractor directly to Black, Hispanic and Women-Owned businesses performing part of the contract work.

Additionally, the listed businesses are required to sign the reports, verifying their participation in the contract work and their receipt of such monies. For purposes of applicability, the requirements of this resolution shall be in addition to any other reporting requirements required by law, ordinance or administrative order.

1.27 INSPECTOR GENERAL REVIEWS

A. INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL REVIEW

Pursuant to Miami-Dade County Administrative Order 3-20 and in connection with any award issued as a result of this RFP, the County has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the selected Proposer shall make available, to the IPSIG retained by the County, all requested records and documentation pertaining to this RFP or any subsequent award, for inspection and copying. The County will be responsible for the payment of these IPSIG services, and under no circumstance shall the Proposer's

cost/price for this RFP be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Proposer, its officers, agents, employees and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct, audit or investigate the operations, activities and performance of the selected Proposer in connection with this RFP or any contract issued as a result of this RFP. The terms of this provision are neither intended nor shall they be construed to impose any liability on the County by the selected Proposer or third party.

B. MIAMI-DADE COUNTY INSPECTOR GENERAL REVIEW

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit of any Contract issued as a result of this RFP shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total proposed amount. The audit cost will be deducted by the County from progress payments to the selected Proposer. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above.

1.28 PUBLIC ENTITY CRIMES

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO (\$10,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.29 REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS ON COUNTY CONTRACTS

Ordinance 97-104, amended by Ordinance 00-30, requires a bid or proposal for a County or Public Health Trust contract involving the expenditure of \$100,000 or more include a listing of subcontractors and suppliers who will be used on the contract. The required listing must be filed prior to the contract award. The required listing must be submitted even though the Proposer will not utilize subcontractors or suppliers on the contract. In the latter case, the listing must expressly state no subcontractors, or suppliers, as the case may be, will be used on the contract.

FORM A-7.1, OR A COMPARABLE LISTING MEETING THE REQUIREMENTS OF ORDINANCE NO. 97-104 AS AMENDED BY ORDINANCE NO. 00-30, MUST BE COMPLETED AND SUBMITTED EVEN THOUGH THE PROPOSER MAY NOT UTILIZE SUBCONTRACTORS OR SUPPLIERS FOR THIS PROPOSAL. THE PROPOSER SHOULD ENTER THE WORD "NONE" UNDER THE APPROPRIATE HEADING(S) ON FORM A-7.1 IN THOSE INSTANCES WHERE NO SUBCONTRACTORS AND/OR SUPPLIERS WILL BE USED ON THIS PROPOSAL.

1.30 FAIR SUBCONTRACTING POLICIES (Ordinance 97-35)

All selected Proposers on County contracts in which subcontractors may be used shall be subject to and comply with Ordinance 97-35 as amended, requiring Proposers to provide a detailed statement of their policies and procedures for awarding subcontracts which:

- a) notifies the broadest number of local subcontractors of the opportunity to be awarded a subcontract;
- b) invites local subcontractors to submit bids/proposals in a practical, expedient way;
- c) provides local subcontractors access to information necessary to prepare and formulate a subcontracting bid/proposal;
- d) allows local subcontractors to meet with appropriate personnel of the Proposer to discuss the Proposer's requirements; and
- e) awards subcontracts based on full and complete consideration of all submitted proposals and in accordance with the Proposer's stated objectives.

All Proposers seeking to contract with the County shall, as a condition of award, provide a statement of their subcontracting policies and procedures (**see attached Form A-7.2**). Proposers who fail to provide a statement of their policies and procedures may not be recommended by the County Manager for award by the Board of County Commissioners.

The term "local" means having headquarters located in Miami-Dade County or having a place of business located in Miami-Dade County from which the contract or subcontract will be performed.

The term "subcontractor" means a business independent of a Proposer that may agree with the Proposer to perform a portion of a contract.

The term "subcontract" means an agreement between a Proposer and a subcontractor to perform a portion of a contract between the Proposer and the County.

1.31 Intentionally left blank

1.32 AFFIRMATIVE ACTION/NON DISCRIMINATION OF EMPLOYMENT, PROMOTION AND PROCUREMENT PRACTICES (ORDINANCE NO. 98-30)

In accordance with the requirements of Ordinance No. 98-30, all firms with annual gross revenues in excess of \$5 million seeking to contract with Miami-Dade County shall, as a condition of award, have a written Affirmative Action Plan and Procurement Policy on file with the County's Department of Business Development. Said firms must also submit, as a part of their proposals/bids to be filed with the Clerk of the Board, an appropriately completed and signed Affirmative Action Plan/Procurement Policy Affidavit (**see attached Form A-8.2**). Firms whose Boards of Directors are representative of the population make-up of the nation are exempt from this requirement and must submit, in writing, a detailed listing of their Boards of Directors, showing the race or ethnicity of each board member, to the County's Department of Business Development. Firms claiming exemption must submit, as part of their proposal/bids to be filed with the Clerk

of the Board, an appropriately completed and signed Exemption Affidavit (**see attached Form A-8.1**) in accordance with Ordinance 98-30. These submittals shall be subject to periodic reviews to assure that the entities do not discriminate in their employment and procurement practices against minorities and women-owned businesses.

It will be the responsibility of each firm to provide verification of their gross annual revenues to determine the requirement for compliance with the Ordinance. Those firms that do not exceed \$5 million annual gross revenues must clearly state so in their bid/proposal.

1.33 AFFIDAVIT- PAID FEES, TAXES, PARKING TICKETS AND OBLIGATIONS ARE NOT IN ARREARS

In accordance with Section 2-8.1 (c) of the Miami-Dade County Code, and as amended by County Ordinance No. 00-30, and Section 2-8.1(h) as amended by Ordinance No. 00-67, the Proposer shall certify that all delinquent and currently due fees, taxes, parking tickets and that Proposer is not in arrears on obligations to the County. (See attached **Form A-10.**)

1.34 CODE OF BUSINESS ETHICS

In accordance with Section 2-8.(1) of the Code of Miami-Dade County each person or entity that seeks to do business with Miami-Dade County shall have or shall adopt a Code of Business Ethics ("Code") and shall, prior to execution of any contract between the contractor and the County, submit an affidavit stating that the contractor has adopted a Code that complies with the requirements of Section 2-8.1(i) of the Miami-Dade County Code (see attached **Form A-12**). Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

1.35 BANKRUPTCY

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be non-responsive.

1.36 DOMESTIC VIOLENCE LEAVE AFFIDAVIT

Prior to entering into any contract with the County, a firm desiring to do business with the County shall, as a condition of award, certify that it is in compliance with the Domestic Leave Ordinance, 99-5 and Section 11A-60 of the Miami-Dade County Code. This Ordinance applies to employers that have, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or preceding calendar year. In accordance with Resolution R-185-00, the obligation to provide domestic violence leave to employees shall be a contractual obligation. The County shall not enter into a contract with any firm that has not certified its compliance with the Domestic Leave Ordinance (see attached **Form A-13**). Failure to comply with the requirements of Resolution R-185-00, as well as the Domestic Leave Ordinance may result in the contract being declared void, the contract being terminated and/or the firm being debarred.

1.37 ORDINANCES, RESOLUTIONS AND/OR ADMINISTRATIVE ORDERS

To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the **Clerk of the Board at (305) 375-5126.**

SECTION 2.0 - SCOPE OF SERVICES

2.1 INTRODUCTION/BACKGROUND

Helen Sawyer was built in 1976 as an adult congregate living facility and is licensed for the operation of 101 units. It is located at 1150 NW 11 Street Road, Miami, Florida. The building is fully renovated with 77 private efficiencies and 24 one-bedroom units, with kitchenette and bathrooms. The building structure has eight floors, comprised as follows: the first floor consists of the Adult Day Care, a lobby, administrative offices, maintenance staff area, community room, kitchen, dining area, and bathrooms; the second through the eighth floors consist of the ALF units with the exception of the seventh floor, which only has the Extended Congregate Care (ECC) units. The second and seventh floors also have offices for the staff. All units are equipped with emergency alarm systems and the building is in compliance with Chapter 4-A40, Uniform Fire Safety Standards for ALFs. The facility is close to major hospitals.

Helen Sawyer provides assistance with activities of daily living (ADL) to frail residents, i.e., ambulation, grooming, dressing, bathing, eating, medication, housekeeping, and laundry services. In addition, a full-time registered nurse provides health assessments, catheter and colostomy care, oxygen administration, care of amputation or fracture, preventive skin care and infection control. The residents retain their personal doctors and health insurance.

The cost of living in Helen Sawyer is subsidized by the Optional State Supplement (OSS), which is received independently by each resident. These funds are identified by the State to cover food and shelter only. Since Helen Sawyer is also a public housing facility, additional subsidy is received from US Department of Housing and Urban Development (USHUD). In July 1997, the County was allocated \$1.3 million as part of a Medicaid Waiver. These funds can only be used in accordance with the Medicaid Waiver Services Guidelines. It cannot be used for the payment of room and board.

COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

Helen Sawyer ALF must be managed according to the following: Chapter 400, Part III, Florida Statutes - Assisted Living Facilities Act; Chapter 59A-5, Florida Administrative Code - Assisted Living Facilities; Agency for Health Care Administration (AHCA); Chapter 4A - 40 Uniform fire Safety Standards for Assisted Living Facilities and applicable chapters of National Fire Protection Association 101 Life Safety code.

SECTION 3 REQUIREMENTS

The Contractor is required to comply with Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 requiring that economic opportunities generated by certain HUD financial assistance for housing and community development programs shall, to the greatest extent feasible, be given to low and very low-income persons, particularly those who are recipients of government assistance for housing, and to businesses that provide economic opportunities for these persons. The Contractors shall disclose the activities that they intend to undertake to comply with the Section 3 training and employment preference or Section 3 contracting preference, or both, if applicable.

2.2 REQUIREMENTS AND SERVICES TO BE PROVIDED

The Contractor is responsible for the full range of services customary of the management of an assisted living

facility with Medicaid Waiver and the operation of an adult day care. The following is a description of the major duties of the Contractor:

2.2.1 MANAGEMENT PLAN

Upon execution of an agreement, the Contractor shall prepare a detailed Management Plan that will outline the policies and procedures to be followed in the management and operation of the Helen Sawyer ALF and Day Care Center facility. The Management Plan must be approved by the County prior to its implementation. The Contractor shall continually review the Management Plan for the purpose of keeping the County advised of necessary or desirable changes. Any changes to the Management Plan must be approved by the County prior to its implementation.

2.2.2 TENANT SELECTION AND LEASING

The Contractor shall carry out all leasing and placement activities necessary to offer housing opportunities to all applicants referred by the County. The Contractor shall prepare all dwelling leases/agreements and will execute the same in its name, identified thereon as the Managing Agent for the County. The terms of all leases/agreements will comply with all state, local laws and ordinances. A form lease/agreement to be used by the Contractor shall be approved for form and legal sufficiency by the County.

Upon referral from the County, the Contractor will screen potential applicants and assign these families to available units. In general, individuals must be income-eligible and be able to perform activities of daily living with supervision or assistance, must be at risk of being placed in a nursing home; and Medicaid eligible and at least 62 years old; do not require 24 hour nursing supervision; are free from communicable disease; are not bedridden, nonviolent; and do not require licensed, professional, mental health treatment. A site-based list will be maintained by the Contractor for all applicants deemed eligible by the Contractor. Each applicant's name will be submitted to Miami-Dade Housing Agency Applicant and Leasing Center for placement on the waiting list in CCS including both Public Housing transfers and Medicaid applicants not in Public Housing shall be on the ALC waiting list. The Contractor will prepare and verify eligibility certifications and recertifications in accordance with the guidelines established by USHUD and the owner.

2.2.3 RENT AND SERVICES COLLECTION

The Contractor shall be responsible for the collection of rents, maintenance of rental collection records, including records of delinquencies and the safekeeping of rental receipts. The Contractor shall also be responsible for the collection of other services provided to the residents and participants of the adult day care, including but not limited to meal services, housekeeping, laundry, phone/cable, and Medicaid Waiver services.

2.2.4 RENT DETERMINATION AND RECERTIFICATION

The Contractor will be responsible for developing rent and other services schedules that must be approved by the County in accordance with USHUD regulations.

2.2.5 DRUG FREE WORKPLACE

The Contractor must certify that it agrees to provide a drug free workplace for employees. In addition, Contractors must assure that all employees hired by the Contractor under this agreement pass a drug test and receive a police background check.

2.2.6 PURCHASING AND CONTRACTING

The Contractor must comply with Generally Accepted Accounting Principles (GAAP) and general standards of purchasing regulations and applicable laws of the State of Florida. All contracting and purchasing must remain within the approved operating budget. Materials purchased will be of equal or better quality than existing materials and workmanship will be per industry standards and material

manufacturers' recommendations and will conform to County Code. All purchases over \$2,500 must be approved by the County.

2.2.7 FINANCIAL MANAGEMENT

The Contractor must submit to the County monthly income and expense reports by the 15th of the month for the previous month. The annual operating budget must be prepared by the Contractor and approved by the County. Financial statements will be examined by an independent public accountant and will be in a form acceptable to the County's auditor for inclusion in the audited financial statements of the County at the end of the fiscal year (September 30).

2.2.8 SECURITY

The Contractor will be required to manage in such a way as to maximize the safety and security of the residents.

2.2.9 PERSONNEL

The Contractor will have the sole responsibility for all hiring and firing of Contractor's employees. It will be the responsibility of the Contractor to provide for payment of all wages, benefits, and payroll taxes for all employees of the development, subject to industry standards and regulations. These regulations may establish certain wage rate levels for maintenance and administrative staff.

The Management Plan shall prescribe the number, qualifications and duties of the personnel to be regularly employed in the direct management of the ALF. It shall also describe the Contractor's strategies for recruiting, soliciting, encouraging and facilitating the training and employment of housing residents and other low income persons where such positions exist.

Additionally, all employees of the Contractor must meet all qualifications, licensing and code requirements applicable to completing assigned tasks. All direct costs associated with the Contractor's employees shall be borne by the Contractor, including managing direct salary and Social Security taxes, employment taxes, medical insurance, Pension Plan, Worker's Compensation and Housing allowance (of applicable). Such cost shall be paid out of the General Operating Account and shall be treated as a project expense. Contractor's employees who work off-site or in the Contractor's office shall be paid directly by the Contractor out of the management fee. Contractor must provide hiring preference to current Helen Sawyer qualified staff in filling available staff positions.

2.2.10 ENFORCEMENT OF LEASES AND EVICTIONS

The Contractor shall ensure full compliance by each resident with the terms of the lease. The Contractor shall counsel residents and make referrals to community agencies in cases of financial hardship or other circumstances deemed appropriate by the Contractor. The Contractor may lawfully terminate any tenancy when, in the Contractor's judgment, sufficient cause exists (including, but not limited to, nonpayment of rent) for such termination under the terms of the resident's lease. For this purpose, the Contractor is authorized to consult with legal counsel to bring actions for eviction and to execute notices to vacate and judicial pleadings incident to such actions; provided, however, the Contractor must keep the County informed of such proceedings and follow such instructions as the County may prescribe for any such action. Attorney's fees and other necessary costs incurred in connection with such actions shall be paid out of the General Operating Account as property expenses.

2.2.11 MAINTENANCE

The Contractor shall be responsible for all routine, preventive, and non-routine maintenance, including housekeeping. The Contractor shall maintain the ALF in good repair in accordance with the Management Plan and local codes and in condition acceptable to the County. This shall include, but not be limited to,

painting, decorating, plumbing, carpentry, rounds care, and such other maintenance and repair work as may be necessary. The Contractor shall maintain the same County qualifications for maintenance staff as MDHA.

The Contractor shall systematically receive and investigate all service requests from residents and take such action as appropriate and shall keep records of the same. Emergency request shall be received and serviced on a twenty-four hour basis. Serious complaints shall be reported to the County after investigation.

The Contractor shall purchase standard quality materials, equipment, tools, appliances, supplies and services necessary for proper maintenance and repair, when not supplied by the County, except that prior County approval is required for any expenditure which exceeds \$2,500. This limitation is not applicable for recurring expenses within the limits of the operating budget or emergency repairs involving manifest danger to persons or property, or that are required to avoid suspension of any necessary service to the facility. The Contractor shall inform the County regarding these conditions as promptly as possible. The Contractor shall use a competitive procurement process in the purchase of goods and services.

The Contractor is responsible for coordinating and planning any fire restoration, remodeling or maintenance and repair for the property including bidding out, coordinating, and supervising any such work. The Contractor must also monitor the work during the repair phase and provide monthly reports to the County. The county shall provide to the Contractor the forms necessary to monitor contractor and subcontractor compliance.

2.2.12 OTHER SERVICES

Contractor shall execute maintenance and other services contracts, including food services contract, with vendors. Those contracts should run concurrent with the Management contract. The Contractor must use the computer-integrated software system that MDHA uses for vacancies, inspections and all financial matters.

2.2.13 ON-SITE MANAGEMENT OFFICE

The County shall provide adequate space on the premises for a management office. The County shall pay from the operating budget all reasonable expenses related to such office, including, but not limited to, furnishings, equipment, postage, office supplies, electricity, computers, telephone, answering service, and security monitoring services, if any.

2.2.14 PROPERTY INFORMATION

The County shall provide the Contractor with a complete set of building plans and specifications as well as copies of all manufacturer's preventative maintenance schedules, guarantees and warranties pertinent to the fixtures, mechanical equipment, and appliances used in the operation of the subject project. Contractor is to become thoroughly familiar with the character, location, construction, layout, plan and operation of the facility, the electrical, heating, plumbing, air conditioning and ventilation systems, the elevators and all other mechanical equipment.

2.2.15 SECURITY DEPOSITS

The Contractor shall establish a bank account at a bank or other financial institution whose deposits are insured by an agency of the United States Government. This account shall be carried in the Contractor's name and designated on record as Helen Sawyer Plaza Assisted Living Facility "Security Deposit Account".

The County shall transfer to the Contractor the security deposit according to the terms of each resident's

existing lease. The Contractor shall deposit said security monies into the assisted living facility's security deposit bank account. The balance of the account must at all times be equal to the total amount collected from the residents in occupancy, plus any accrued interest. The Contractor must comply with applicable laws concerning interest payments on security deposits.

2.2.16 COLLECTION OF PAYMENTS AND OTHER RECEIPTS

The Contractor shall establish a bank account at a bank or other financial institution whose deposits are insured by an agency of the United States Government. This account shall be carried in the Contractor's name and designated on record as Helen Sawyer Plaza Assisted Living Facility "General Operating Account".

The Contractor shall collect when due all payments, charges and other amounts receivable on the County's account in connection with the management and operation of the ALF. Such receipts (except for residents' security deposits, which will be handled as specified in 2.2.13) shall be deposited in the General Operating Account, separate from all other accounts and funds.

2.2.17 ENTITLEMENT PROGRAMS

The Contractor shall process collection and distribution of federal and state entitlement programs applicable for residents of an assisted living facility. All collection and distribution of such funds shall be in accordance with prescribed applicable regulations for such programs as: medicaid/medicare, Optional State Supplement, and Medicaid Waivers.

2.2.18 RECORDS AND REPORTS

With respect to each fiscal year ending during the term of this Agreement, the Contractor shall have an annual financial audit report prepared by a certified public accountant. The report shall be prepared in accordance with Generally Accepted Accounting Principles, and submitted to the County within sixty (60) days after the end of the fiscal year. The preparer's services shall be paid for out of the General Operating Account as an expense of the facility. The Contractor shall furnish information as may be requested by the County from time to time with respect to the financial, physical or operational condition of the facility.

By the fifteenth (15th) day of each month, the Contractor shall furnish the County an itemized list of all delinquent accounts, including general operating accounts, as of the tenth (10th) day of the same month.

By the fifteenth (15th) day of each month, the Contractor shall furnish the County an Income and Expense statement and reconciled bank statements for all accounts maintained by the Contractor on behalf of the County, reflecting disbursements and deposit amounts as of the end of the previous month. The Contractor shall also maintain documentation and comply with all provisions of the Public Housing Management Assessment Program (PHMAP).

2.2.19 RESIDENT MANAGEMENT RELATIONS:

The Contractor shall make establish a resident council on the premises in accordance with applicable rules. The Contractor shall work with the County's Overall Resident Advisory Council (OAT) to encourage and promote communications and resident initiatives.

2.2.20 TRAINING AND SUPPORT

At the county's request, the Contractor shall provide at no cost to the County, a minimum one training per year. This training is to update or refresh the County on policies and procedures of the ALF.

2.2.21 HIPPA COMPLIANCE

The Contractor shall be in compliance with the Department of Health and Human Services (HHS) final

regulations governing the privacy of medical information.

The Contractor must comply with the privacy rules which governs covered entities' uses and disclosures of "protected health information," which is individually identifiable health information that is or has been electronically transmitted or maintained by a covered entity. Once the information becomes protected health information, the protections would follow the information in whatever form, including paper records.

"Electronically transmitted or maintained" involves the use of a computer using electronic media. A broad list of identifiers must be stripped for information to be considered de-identified; the list of identifiers includes name, address, names of relatives and employers, birth date, telephone and fax numbers, e-mail addresses, and Social Security numbers. The Contractor is prohibited from using or disclosing protected health information, except:

- a) for uses or disclosures compatible with or directly related to *treatment, payment, and healthcare operations*;
- b) with individual authorization;
- c) for specified public and public policy-related purposes; or
- d) when required to do so by other law.

Even when permitted, uses and disclosures are restricted to the minimum amount of information necessary to accomplish the purpose for which the information is used or disclosed, taking into consideration practical and technological limitations (including the size and nature of the covered entity's business) and costs.

The selected Proposer must give individuals written notice of their information practices (that is, a description of the types of uses and disclosures that would be made with protected health information). Individuals could request an accounting of disclosures made for purposes other than treatment, payment, or healthcare operations.

SECTION 3.0 - PROPOSAL FORMAT

3.1 INSTRUCTIONS TO PROPOSERS

Proposers should carefully follow the format and instructions outlined below, observing format requirements where indicated. All materials (except for plans and schematics, if any) are to be submitted on 8 1/2" X 11" pages, neatly typed on one side only, with normal margins and spacing. All documents and information must be fully completed and signed as required. The original document package must not be bound. The document package copies should be individually bound. Proposals that do not include the required documents may be deemed non-responsive and may not be considered for contract award.

3.2 CONTENTS OF PROPOSAL

The proposal must consist of two separate parts: (A) Technical Proposal, and (B) Price Proposal, as follows:

A. TECHNICAL PROPOSAL

The Technical Proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. No cost information is to be included with the Technical Proposal. The Technical Proposal must include the following information:

1) Cover Page

The attached **Form A-1** is to be used as the cover page for the Technical Proposal. This form must be fully completed and signed by an authorized officer of the Proposer submitting the proposal.

2) Table of Contents

The table of contents should outline in sequential order the major areas of the proposal. All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents.

3) Executive Summary

Provide a brief summary describing the Proposer's ability to perform the work requested in this RFP; a history of the Proposer's background and experience in providing similar services; the qualifications of the Proposer's personnel to be assigned to this project; the subcontractors or subconsultants and a brief history of their background and experience; and, any other information called for by this RFP which the Proposer deems relevant, including any exceptions to this RFP. This summary should be brief and concise to advise the reader of the basic services offered, experience and qualifications of the Proposer, staff, subcontractors or subconsultants and any other relevant information.

4) Minimum Qualification Requirements

There are no minimum qualifications for this RFP.

5) Technical Information

(a) Describe Proposer's project plan, methodology and recommended solutions in performing the services described in the Scope of Services (**see Section 2.0**), and describe Proposer's specific policies, plans, procedures or techniques to be used in providing the services to be performed. The Proposer shall describe its approach to project organization and management, responsibilities of Proposer's management and staff personnel that will perform work in this project.

(b) List the names and addresses of all major first tier subcontractors or subconsultants, and describe the extent of work to be performed by each first tier subcontractor or subconsultant.

- (c) Provide a project schedule identifying specific key tasks, and duration. Indicate timing for start-up of operation.
- (d) Identify if Proposer's proposed plan meets the requirements of the Scope of Services described in Section 2.0, will meet the requirements with modifications (explain how), or cannot provide the requirements.
- (e) Submit an actual or proposed budget and income and expense report for a property managed by the Proposer as evidence of the Proposer's financial reporting systems and expertise in operating matters.
- (f) Submit an actual or proposed management plan as evidence of the Proposer's knowledge of assisted living facility or public housing management.
- (g) Provide proof of experience with Medicaid Waiver programs and State of Florida requirements for Medicaid Waivers.

6) Proposer's Experience and Past Performance

- (a) Describe the Proposer past performance and experience and state the number of years that the Proposer has been in existence, the current number of employees, and the primary markets served.
- (b) Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three years. The description should identify for each project: (i) the client, (ii) description of work, (iii) total dollar value of the contract, (iv) contract duration, (v) customer contact person and phone number for reference, (vi) statement or notation of whether Proposer is/was the prime contractor or subcontractor or subconsultant, and (vii) the results of the project. Where possible, list and describe those projects performed for government clients or similar size private entities and any work performed for the County.
- (c) List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with County Ordinance No. 98-42, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such the Proposer must list and describe all work performed for Miami-Dade County and include the name of the County Department which administers or administered the contract(s); the contact person(s) on the contract(s) and their telephone number; the dates covering the term of the contract(s); and, the dollar value of the contract(s).
- (d) Describe any other experiences related to the work or services described in the Scope of Services (**see Section 2.0**), and any other information which may be specific to the required services to be provided (e.g. software/hardware information, training, etc.).

7) Key Personnel and Subcontractors Performing Services

- (a) Provide an organization chart showing all individuals, including their titles, to be assigned to this

project. This chart must clearly identify the Proposer's employees and those of the subcontractors or subconsultants.

- (b) Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of all key individuals and subcontractors or subconsultants who will be assigned to this project. This information shall include the functions to be performed by the key individuals and the subcontractors or subconsultants.
- (c) Provide resumes with job descriptions and other detailed qualification information on all key personnel who will be assigned to this project, including any subcontractors or subconsultants. All key personnel includes all partners, managers, seniors and other professional staff that will perform work and/or services in this project.

Note: After proposal submission, but prior to the award of any contract issued as a result of this RFP, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its proposal.

8) Affidavits/Acknowledgements

The Proposer must complete, sign as required, and submit the following documents as part of its Technical Proposal:

- Form A-1 Cover Page of Technical Proposal
- Form A-2 Affidavit of Miami-Dade County Lobbyist Registration for Oral Presentations
(see Section 1.17)
- Form A-3 Acknowledgement of Addenda (see Section 1.8)
- Form A-4 Disability Nondiscrimination Affidavit
- Form A-5 Local Preference Information (see Section 1.22)
- Form A-7.1 Proposer's Disclosure of Subcontractors and Suppliers (see Section 1.29)
- Form A-7.2 Proposer's Disclosure of Fair Subcontracting Policies (see Section 1.30)
- Form A-8.1 Affirmative Action Plan Exemption Affidavit (if applicable) – (see Section 1.32)
- Form A-8.2 Affirmative Action Plan Affidavit (see Section 1.32)
- Form A-10 Miami-Dade County Collection of Taxes, Fees and Parking Tickets Affidavit and
Individuals & Entities Attesting Being Current In Their Obligations to Miami-Dade County
- Form A-12 Code of Business Ethics
- Form A-13 Domestic Violence Leave Affidavit

B. PRICE PROPOSAL

The Proposer must submit the Price Proposal in a separate **sealed** envelope or package (**separate from the Technical Proposal**) clearly marked on the sealed envelope or package "**PRICE PROPOSAL**", together with the Proposer's name, RFP Number and RFP title. The Proposer may submit the separate sealed Price Proposal inside the same container or package together with the separate Technical Proposal. The Proposer's price shall be submitted on **Form B-1 "Price Proposal Schedule"**, and in the manner required on said attachment form; there are no exceptions allowed to this requirement. If the Proposer wishes to submit an alternate pricing, the Proposer must first submit pricing in accordance with the **Form B-1**, and then include a separate alternate pricing in a separate sealed envelope marked "**ALTERNATE PRICE PROPOSAL**" on the sealed envelope and on the first page of the alternate pricing. Proposers who do not submit pricing in accordance with **Form B-1** will not receive evaluation points for the Price/Cost portion. The alternate pricing will not be scored for evaluation purposes, but may be considered by the County if the Proposer is selected for negotiations. The Price Proposal must contain all information required on the Price Proposal Schedule as

follows: Management Fee to include cost:

Per ALF Occupant per Month

Per Adult Day Care Client per Month

Note: The Price Proposal shall consist of one original and ten copies.

1. Total Price that includes all costs associated with providing all requirements of the RFP solicitation.
2. Detailed staffing table by major task that reflects total staff hours by individuals or discipline and hourly rates.
3. Projection of Proposer's operational costs of this project for each year.

3.3 PROPOSAL PREPARATION REQUIREMENTS

Proposers must follow instructions of Section 1.4 "Proposal Submission". The proposal must consist of two separate parts: a) Technical Proposal (original and all copies), and b) sealed Price Proposal (original and all copies). The Technical Proposal must be packaged separately from the sealed Price Proposal, and both must be submitted in a sealed envelope or container that should be addressed as follows:

Proposer's Name
Proposer's Address
Proposer's Telephone Number

Clerk of the Board
Stephen P. Clark Center
111 NW 1st Street, 17th Floor, Suite 202
Miami, FL 33128-1983

RFP No.: 400
RFP Title: Management of Helen Sawyer Adult Living Facility
Proposal Due Date:

SECTION 4.0 - EVALUATION/SELECTION PROCESS**4.1 INTRODUCTION**

Following the opening of the proposal packages, the proposals will be evaluated by an Evaluation/Selection Committee appointed by the County Manager. The Committee will be comprised of appropriate County personnel from multiple departments and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Committee is balanced with regard to both ethnicity and gender.

Contract award will be based on two separate evaluation phases: Technical (Quality) and Price. The Proposer shall ensure that each phase is placed in a separately sealed package. Scoring proposals is based on point totals and not a percentage factor.

4.2 TECHNICAL PROPOSAL EVALUATION

The Evaluation/Selection Committee will first evaluate and rank responsive proposals on the Technical (Quality) criteria listed below. The criteria are itemized with their respective weights for a maximum total of eighty-five (85) points for all Technical criteria. A proposer may receive the maximum points or a portion of this score depending on the merit of its proposal, as judged by the Evaluation/Selection Committee in accordance with:

| <u>Criteria</u> | <u>Maximum Points</u> |
|--|-----------------------|
| 1. Experience and qualifications of individuals, including subcontractors, that will be assigned to this project | 25 |
| 2. Proposer's experience, qualifications, capabilities, financial and management resources and past performance in providing quality services in the management of ALFs or public housing facilities | 25 |
| 3. Proposer's approach to provide the type of services described in this RFP including validity of proposed budget and management plan | 15 |
| 4. Compliance with Section 3 requirements | 15 |
| 5. Familiarity with Medicaid Waiver programs and State of Florida requirements | 5 |

Upon completion of the Technical (Quality) criteria evaluation, rating and ranking, the Committee may choose to conduct an oral presentation(s) with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on the best rated proposal providing the highest quality of service to the County; scores in clusters; significant breaks in scoring; and/or maintaining competition. Upon completion of the oral presentation(s), the Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

4.3 PRICE PROPOSAL EVALUATION

After the Evaluation/Selection Committee re-evaluates the Technical Proposals, in light of the oral

4.3 PRICE PROPOSAL EVALUATION

After the Evaluation/Selection Committee re-evaluates the Technical Proposals, in light of the oral presentation(s) if necessary, it will then evaluate the Price Proposals of those Proposers remaining in consideration.

The sealed Price Proposal envelopes of the Proposers remaining in consideration will then be opened in the presence of the Evaluation/Selection Committee. Price will be considered separately and only after the evaluation of the Technical (Quality) Proposals has been completed by the Evaluation/Selection Committee.

The Price Proposal submission will be assigned a maximum of 15 points as follows: 10 points for management of the ALF and 5 points for the management of the Adult Day Care. The actual points received by proposers may be less than 15. Price will be evaluated in the following manner:

Assisted Living Facility (10 points)

The responsive proposal with the lowest price per occupant per month for the ALF will be given the maximum number of points. Every other proposal will be given points proportionately in relation to the lowest price submitted. This point total will be calculated by dividing the price of the proposal being evaluated, by the lowest price submitted, with the result being multiplied by the maximum number of points for price.

Example: $\frac{\text{Lowest Price Proposed}}{\text{Proposer's Proposed Price}} \times 10 = \text{Price Score}$

The application of the above formula will result in a uniform assignment of points relative to the criterion of price for the ALF.

Adult Day Care (5 points)

The responsive proposal with the lowest price per client per month for the Adult Day Care will be given the maximum number of points. Every other proposal will be given points proportionately in relation to the lowest price submitted. This point total will be calculated by dividing the price of the proposal being evaluated, by the lowest price submitted, with the result being multiplied by the maximum number of points for price.

Example: $\frac{\text{Lowest Price Proposed}}{\text{Proposer's Proposed Price}} \times 5 = \text{Price Score}$

The application of the above formula will result in a uniform assignment of points relative to the criterion of price for the Adult day Care. The total for the two price criteria will be added to come up with a total price point for each proposal.

4.4 OVERALL RANKING

The Evaluation/Selection Committee will then determine the overall ranking by adding the Price Proposal evaluation score with the Technical (Quality) evaluation score and all other applicable additional points specified in this solicitation, to determine the overall ranking.

Following the evaluation and ranking of the proposals, the Evaluation/Selection Committee will recommend to the County Manager that a contract be negotiated with the highest ranked responsive and responsible Proposer, except as provided for below in Section 4.6 "Local Preference". Upon concurrence of the County Manager, the County shall enter into negotiations with the recommended Proposer.

The Proposer recommended for negotiations shall provide to the County:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors or subconsultants is or has been involved within the last three (3) years.

4.5 LOCAL PREFERENCE

Local Preference may be taken into consideration in accordance with Section 1.22 "Local Preference". If, following the completion of final rankings by the Evaluation/Selection Committee, a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the Evaluation/Selection Committee will recommend to the County Manager that a contract be negotiated with said local Proposer.

4.6 CONTRACT AWARD

Any negotiated contract, as a result of the RFP, will be submitted to the Board of County Commissioners for their approval. **All Proposers will be notified in writing when the County Manager makes an award recommendation.** The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the Board of County Commissioners to be in the best interest of the County. The Board of County Commissioners' decision of whether to make the award and which proposal is in the best interest of the County shall be final.

(This is the form of Agreement the County anticipates awarding to the selected Proposer.)

Management of Helen Sawyer Assisted Living Facility and Adult Day Care

Contract No. 400

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between _____, a corporation organized and existing under the laws of the State of _____, having its principal office at _____ (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide _____, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. _____ and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated _____, hereinafter referred to as the "Contractor's Proposal" which is incorporated by reference herein; and,

WHEREAS, the County desires to procure from the Contractor such _____ for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), RFP No. 388 and all associated addenda and attachments, the Contractor's Proposal, and all other attachments hereto and all amendments issued hereto.
- b) The words "Contract Date" to mean the date on which this Agreement is effective, which shall be the date set forth above.
- c) The words "Contract Manager" to mean Miami-Dade County's Director, Department of Procurement Management, or the duly authorized representative.
- d) The word "Contractor" to mean _____ and its permitted successors and assigns.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- h) The words "Change Order" or "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- i) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Contract.
- k) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- l) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- m) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) the Miami-Dade County's RFP No. _____ and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- b) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- c) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- d) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on _____ and shall be for a duration of _____ () years. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period for _____ () additional years on a year-to-year basis.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County**a) to the Project Manager:**

Miami-Dade County

Attention:
Phone:
Fax:

and,

b) to the Contract Manager:

Miami-Dade County
Department of Procurement Management
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Director
Phone: (305) 375-5257
Fax: (305) 375-2316

(2) To the Contractor

Attention:
Phone:
Fax:

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked

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such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount of _____ (\$_____). The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

With respect to travel costs and travel related expenses, the Contractor agrees to adhere to CH. 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost-and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the term of the Contract including, any option years; however, the Contractor may offer incentive discounts to the County at any time during the contractual term and any extensions thereof.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County and shall show the County's contract number. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five days from receipt of a proper invoice. The time at which payment shall be due to small businesses and minority and women business enterprises shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County

Attention: _____

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Upon County's notification, the Contractor shall, furnish to Miami-Dade County, Department of Procurement Management, RFP Section, 111 N.W. 1st Street, Suite 1375, Miami, Florida 33128-1974, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
2. Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage. The mailing address of the Department of Procurement Management, as the certificate holder, must appear on the certificate of insurance.**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles

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used in connection with the Services, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

4. Professional Liability Insurance in an amount not less than \$250,000 with a deductible per claim not to exceed ten percent (10%) of the limit of liability.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.

NOTE: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after County notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after County notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the County.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period

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of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

ARTICLE 11. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of

this Agreement.

ARTICLE 12. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

- a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to

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any lawsuit permitted hereunder.

- d) In the event of such dispute, the parties to this Agreement authorize the County Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Manager within 10 days of the occurrence, event or act out of which the dispute arises.
- e) The County Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Manager is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Manager, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 15. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense

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defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope Of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17. AUDITS

The Contractor agrees that the County or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, and shall only address those transactions related to this Agreement.

The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

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- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Provider and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

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If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

- a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be disbarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor and in such event:

- d) The Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
 - i. stop work on the date specified in the notice ("the Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any noncancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
- e) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated as stated in the

payment Articles, herein, for the:

- i. portion of the Services completed in accordance with the Agreement and the Work Order up to the Effective Termination Date; and
 - ii. noncancelable Deliverables that are not capable of use except in the performance of this Agreement and Work Order and has been specifically developed for the sole purpose of this Agreement Work Order but not incorporated in the Services.
- f) All compensation pursuant to this Article are subject to audit.

ARTICLE 24. EVENT OF DEFAULT

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
- i. the Contractor has not delivered Deliverables on a timely basis.
 - ii. the Contractor has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;
 - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection "b" below;
 - vii. the Contractor has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the time frame set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed time frame, the County may:

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- i. treat such failure as a repudiation of this Agreement;
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE /TERMINATION

If an Event of Default occurs, in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for procurement of Services, including procurement and administrative costs; and,
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default.

The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

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- b) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- c) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- d) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.
- e) The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

ARTICLE 28. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements

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stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledge that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the contractors will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This

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includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 30. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use,

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duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. BUSINESS APPLICATION AND FORMS

Business Application The Contractor shall be a registered vendor with the County – Department of Procurement Management - Bids and Contracts Section, for the duration of this Agreement. It is the responsibility of the Contractor to file the appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement, including any option years.

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 32. INSPECTOR GENERAL REVIEWS**Independent Private Sector Inspector General Reviews**

Pursuant to Miami-Dade County Administrative Order 3-20, the Contractor is aware that the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for

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the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents

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available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including but not limited to:

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County Florida, Department of Business Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.
- e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- f) Miami-Dade County Code Section 10-38 "Debarment".
- g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.
- h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

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Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 34. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to: not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract with the County and signing the Disability Nondiscrimination Affidavit attached hereto (**see Form A-4**), the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best

Section 5.0

of the Contractor's knowledge any subcontractor or supplier to the Contractor.

- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 36. YEAR 2000 COMPATIBILITY

The Contractor shall be compliant with Year 2000 in all manners that may affect this Agreement.

ARTICLE 37. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 38. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 39. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the contractor has with the County, the contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the contractor under federal bankruptcy law or any state insolvency law.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first herein above set forth.

Contractor

Miami-Dade County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____

Secretary

Clerk of the Board

Approved as to form
and legal sufficiency

Assistant County Attorney

Form A-1

| | | |
|--|-----------------------------|---------------------------------|
| PROPOSER'S NAME (Name of firm, entity or organization): | | |
| FEDERAL EMPLOYER IDENTIFICATION NUMBER: | | |
| NAME AND TITLE OF PROPOSER'S CONTACT PERSON: | | |
| Name: _____ | | Title: _____ |
| MAILING ADDRESS: | | |
| Street Address: _____ | | |
| City, State, Zip: _____ | | |
| TELEPHONE: (____) _____ | FAX: (____) _____ | E-MAIL ADDRESS: _____ |
| PROPOSER'S ORGANIZATIONAL STRUCTURE: | | |
| ____ Corporation ____ Partnership ____ Proprietorship ____ Joint Venture | | |
| ____ Other (Explain): _____ | | |
| IF CORPORATION. | | |
| Date Incorporated/Organized: _____ | | |
| State Incorporated/Organized: _____ | | |
| States registered in as foreign corporation: _____ | | |
| PROPOSER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATED REQUEST FOR: | | |
| LIST NAMES OF PROPOSER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT: | | |
| PROPOSER'S AUTHORIZED SIGNATURE | | |
| The undersigned hereby certified that this proposal is submitted in response to this solicitation. | | |
| Signed By: _____ Date: _____ | | |
| Print Name: _____ Title: _____ | | |

Form A-3

ACKNOWLEDGEMENT OF ADDENDA

Instructions: Complete Part I or Part II, whichever is applicable.

PART I: Listed below are the dates of issue for each Addendum received in connection with this solicitation.

Addendum #1, Dated _____, 200__

Addendum #2, Dated _____, 200__

Addendum #3, Dated _____, 200__

Addendum #4, Dated _____, 200__

Addendum #5, Dated _____, 200__

Addendum #6, Dated _____, 200__

Addendum #7, Dated _____, 200__

Addendum #8, Dated _____, 200__

Addendum #9, Dated _____, 200__

PART II:

____ No Addendum was received in connection with this solicitation.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Federal Employer Identification Number: _____

Firm Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax: _____

Form A-4
DISABILITY NONDISCRIMINATION AFFIDAVIT

CONTRACT REFERENCE: _____

NAME OF FIRM, CORPORATION, OR ORGANIZATION: _____

AUTHORIZED AGENT COMPLETING AFFIDAVIT: _____

POSITION: _____ PHONE NUMBER: (____) _____

I, _____, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794

The Federal Transit Act, as amended 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

Signature_____
DateSUBSCRIBED AND SWORN TO (or affirmed) before me on _____
(Date)

by _____ He/She is personally known to me or has

(Affiant)

presented

as identification.

(Type of Identification)_____
(Signature of Notary)_____
(Serial Number)_____
(Print or Stamp Name of Notary)_____
(Expiration Date)

Notary Public _____

Notary Seal
(State)

FORM A-5
LOCAL BUSINESS PREFERENCE

Proposals submitted for this solicitation will be reviewed by the Evaluation/Selection Committee for Local Business Preference in accordance with Miami-Dade County Ordinance 94-166 as amended by Ordinance 01-21 and Resolution No. R-514-02, defining local business preference. A local business is defined as a proposer, which has a valid occupational license issued by Miami-Dade or Broward County at least one year prior to the proposal due date, to do business in Miami-Dade or Broward County and that authorizes the proposer to provide the goods, services or construction to be purchased; and, has a physical business address located within the limits of Miami-Dade and Broward County from which the proposer operates or performs business. (A Post Office Box is unacceptable.) **If the Proposer is a local firm as defined above, the Proposer shall submit a copy of its Miami-Dade or Broward Occupational License, which shall have been in effect one year prior to the proposal due date; and, evidence in the form of a lease or other such documentation, that is proof that the Proposer is located in Miami-Dade or Broward County.**

PLEASE CHECK IF APPLYING FOR LOCAL PREFERENCE

YES ☐ NO ☐

Proposer: _____

Federal Employer Identification Number: _____

Contact Name: _____

Address: _____

City/State/Zip: _____

Telephone: (____) _____ Fax: (____) _____

I hereby certify that to the best of my knowledge and belief all the foregoing facts are true and correct.

Signature of Authorized Representative: _____

Title: _____

Date: _____

STATE OF _____
COUNTY OF _____SUBSCRIBED AND SWORN TO (or affirmed) before me on _____,
(Date)by _____ He/She is personally known to me or has
(Affiant)
presented _____ as identification.
(Type of Identification)_____
(Signature of Notary)_____
(Serial Number)_____
(Print or Stamp Name of Notary)_____
(Expiration Date)

Notary Public _____

(State)

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Notary Seal

FORM A-7.2

**FAIR SUBCONTRACTING POLICIES
(Ordinance 97-35)****FAIR SUBCONTRACTING PRACTICES**

In compliance with Miami-Dade County Ordinance 97-35, the Proposer submits the following detailed statement of its policies and procedures for awarding subcontracts:

I hereby certify that the foregoing information is true, correct and complete.

Signature of Authorized Representative: _____

Title: _____ Date: _____

Firm Name: _____ Fed. ID No. _____

Address: _____ City/State/Zip: _____

Telephone: (____) _____ Fax: (____) _____



FORM A-8.1
AFFIRMATIVE ACTION PLAN
EXEMPTION AFFIDAVIT
 (Ordinance 98-30)

Project No. _____

Project Name: _____

I being duly first sworn, upon deposes that _____ has a Board of Directors
 Name of Company

which is representative of the population make-up of the nation and hereby claims exemption in accordance with the requirements of Ordinance 98-30. Said bidder has a current Board of Directors Disclosure form, as required by Ordinance 98-30, processed and approved for filing with the Miami-Dade County Department of Business Development (DBD) under the file No. _____ and the expiration date of _____.

Witness: _____
 Signature

 Signature

Witness: _____
 Signature

By: _____
 Legal Name and Title

The foregoing instrument was acknowledged before me this _____ day of _____, 20 _____

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

By: _____ having the title of _____
 with _____

☐ a corporation ☐ partnership ☐ joint venture

PLEASE NOTE:

Ordinance 98-30 requires that firms that have annual gross revenues in excess of five (5) million dollars to have an affirmative action plan and Procurement Policy on file with the County. Firms that have Boards of Directors that are representative of the population make-up of the nation are exempt and must complete the affidavit.

For questions regarding these requirements contact the Miami-Dade County Department of Business Development at (305) 349-5960.

**THIS EXEMPTION AFFIDAVIT MUST BE PROPERLY EXECUTED BY THE BIDDER
 AND RETURNED TO:**

MIAMI-DADE COUNTY
 DEPARTMENT OF BUSINESS DEVELOPMENT
 COURTHOUSE CENTER
 175 NW 1st AVENUE
 28th FLOOR
 MIAMI, FLORIDA 33128



FORM A-8.2
AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY
AFFIDAVIT
 (Ordinance 98-30)

I being duly first sworn, upon oath deposes that _____ has a current Affirmative Action Plan and/or

 Name of Company
 Procurement Policy, as required by Ordinance 98-30, processed and approved for filing with the Miami-Dade County Department
 of Business Development (DBD) under the file No. _____ and the expiration
 date of _____.

Witness: _____
 Signature

 Signature

Witness: _____
 Signature

By: _____
 Legal Name and Title

The foregoing instrument was acknowledged before me this _____ day of _____, 20 _____

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

By: _____

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

By: _____ having the title of _____

with _____

a _____ corporation partnership joint venture.

DOES NOT APPLY-MY COMPANY'S REVENUE IS LESS THAN \$5 MILLION

 Signature

 Date

PLEASE NOTE:

Ordinance 82-37 requires that all property licensed architectural, engineering, landscape architectural, and land surveyor, have an affirmative action plan on file with the County.

Ordinance 98-30 requires that firms that have annual gross revenue in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with the County. If your firm does not have an annual gross revenue in excess of five (5) million dollars: check the above, sign and return this affidavit only. Firms that have a Board of Directors that are representative of the population make-up of the nation are exempt and must complete and return THE EXEMPTION AFFIDAVIT only.

For questions regarding these requirements, please contact the Miami-Dade County Department of Business Development at 305-349-5960

**THIS AFFIDAVIT MUST BE PROPERLY EXECUTED BY THE BIDDER
 AND RETURNED TO:**

MIAMI-DADE COUNTY
 DEPARTMENT OF BUSINESS DEVELOPMENT
 COURTHOUSE CENTER
 175 NW 1st AVENUE
 28th FLOOR
 MIAMI, FLORIDA 33128

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Form A-10

**PROPOSER'S AFFIDAVIT THAT MIAMI-DADE COUNTY TAXES,
FEES AND PARKING TICKETS HAVE BEEN PAID**

**(Section 2-8.1(c) of the Code of Miami-Dade County, as amended by Ordinance No. 00-30)
and**

**THAT PROPOSER IS NOT IN ARREARS TO THE COUNTY
(Section 2-8.1(h) of the Code of Miami-Dade County, as amended by Ordinance No. 00-67)**

I, _____, being first duly sworn, hereby state and certify that the foregoing statements are true and correct:

1. that I am the Proposer (if the Proposer is an individual), or the _____ (fill in the title of the position held with the Proposer) of the Proposer.

2. that the Proposer has paid all delinquent and currently due fees or taxes(- including but not limited to, real and personal property taxes, utility taxes, and occupational taxes) collected in the normal course by the Miami-Dade County Tax Collector, and County issued parking tickets for vehicles registered in the name of the above proposer, have been paid.

3. that the Proposer is not in arrears in excess of the enforcement threshold under any contract, final non-appealable judgement, or lien with Miami-Dade County, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a firm, corporation, partnership or joint venture in which the Proposer has a controlling financial interest For purposes hereof, the term "enforcement threshold" means any arrearage under any individual contract, non-appealable judgement, or lien with Miami-Dade County that exceeds \$25,000 and has been delinquent for greater than 180 days. For purposes hereof, the term "controlling financial interest" means ownership, directly or indirectly, of ten per cent or more of the outstanding capital stock in any corporation, or a direct or indirect interest of ten per cent or more in a firm, partnership, or other business entity.

By: _____, 20 _____
Signature of Affiant Date

Printed Name of Affiant and Tile

Federal Employer Identification Number

Printed Name of Firm

Address of Firm

SCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____, 20 _____.

by _____. He/She is personally known to me or has presented

Signature of Notary

Serial Number

Print or Stamp Name of Notary

Expiration Date

Notary Public – State of _____

Notary Seal

Form A-12
Code of Business Ethics

In accordance with Section 2-8.1(i) of the Miami-Dade County Code, each person or entity that seeks to do business with the County shall adopt a Code of Business Ethics ("Code") and shall, prior to execution of any contract between the contractor and the County, submit an affidavit stating that the contractor has adopted a Code that complies with the requirements of Section 2-8.1(i) of the Miami-Dade County Code. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award. The Code of Business Ethics shall apply to all business that the contractor does with the County and shall, at a minimum, require that the contractor:

- Comply with all applicable governmental rules and regulations including, among others, the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance and the False Claims Ordinance.
- Comply with all applicable rules and regulations regarding Disadvantaged Business Enterprises, Black Business Enterprises, Hispanic Business Enterprises and Women Business Enterprises (hereinafter collectively Minority Business Enterprises, "MBEs") and Community Small Business Enterprises (CSBE5) and shall specifically prohibit the following practices:
 - Pass-through Requirements. The Code shall prohibit pass-throughs whereby the prime firm requires that the MBE or CSBE firm accept payments as a MBE or CSBE and pass through those payments or a portion of those payments to another entity including, but not limited to the owner/operator of the prime firm;
 - Rental Space, Equipment or Flat Overhead Fee Requirements. The Code shall prohibit rental space requirements, equipment requirements, and/or flat overhead fee requirements, whereby the prime firm requires the MBE or CSBE firm to rent space or equipment from the prime firm or charges a flat overhead fee for the use of space, equipment, secretary, etc.;
 - Staffing Requirements. The Code shall prohibit the prime firm from mandating, as a condition to inclusion in the project, that a MBE or CSBE hire, fire, or promote certain individuals not employed by the prime firm, or utilize staff employed or previously employed by the prime firm.
 - MBE or CSBE staff utilization. The Code shall prohibit the prime firm from requiring the MBE or CSBE firm to provide more staff than is necessary and then utilizing the MBE or CSBE staff for other work to be performed by the prime firm.
 - Fraudulently creating, operating or representing MBE or CSBE. The Code shall prohibit a prime firm including, but not limited to, the owners/operators thereof from fraudulently creating, operating or representing an entity as a MBE or CSBE for purposes of qualifying for certification as a MBE or CSBE.
- The Code shall also require that on any contract where MBE or CSBE participation is purported, the contract shall specify essential terms including, but not limited to, a specific statement regarding the percent of participation planned for MBEs or CSBEs, the timing of payments and when the work is to be performed.
- The failure of a contractor to comply with its Code of Business Ethics shall render any contract between the contractor and the County voidable, and subject violators to debarment from future County work pursuant to Section 10-38(h)(2) of the Code. The Inspector General shall be authorized to investigate any alleged violation by a contractor of its Code of Business Ethics.

CODE OF BUSINESS ETHICS

[Section 2-8.1(i), Code of Miami-Dade County]

I, being duly sworn, hereby state and certify that this firm has adopted a Code of Business Ethics that is fully compliant with the requirements of Section 2-8.1(1) of the Code of Miami-Dade County as amended. I further acknowledge that failure to comply with the adopted Code of Business Ethics shall render any contract with Miami-Dade County voidable, and subject this firm to debarment from County work pursuant to Section 10-38(h)(2) of the Code of Miami-Dade County as amended. I further acknowledge that failure to submit this affidavit shall render this firm ineligible for contract award.

By: _____

Signature of Affiant

_____ 20 _____

Date

Printed Name and Title of Affiant_____
Federal Employer Identification Number_____
Printed Name of Firm_____
Address of Firm**SUBSCRIBED AND SWORN TO** (of affirmed) before me this _____ day of _____, 20 _____

He/She is personally known to me or has presented _____ as identification.

Type of Identification

Signature of Notary_____
Serial Number_____
Print or Stamped Name of Notary_____
Expiration Date

Notary Public, State of _____

Form A-13

MIAMI-DADE COUNTY
DOMESTIC VIOLENCE LEAVE AFFIDAVIT
 (County Ordinance No 99-5 and Resolution No. R-185-00)

I, _____, being first duly sworn state:
 Affiant

That in compliance with Ordinance No. 99-5, Resolution No. R-185-00 and the Code of Miami-Dade County, Florida, the following information is provided and is in compliance with all items in the aforementioned legislation.

As an employer having, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or preceding calendar year, do hereby certify to be in compliance with the Domestic Leave Ordinance, codified at 11A-60 et. seq., of the Miami-Dade County Code, and that the obligation to provide domestic violence leave to employees shall be a contractual obligation.

By: _____ 200 ____
 Signature of Affiant Date

 Printed Name of Affiant and Title

 Federal Employer Identification Number

 Printed Name of Firm

 Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____, 200 ____

He/She is personally known to me or has presented _____ as identification.
 Type of Identification

 Signature of Notary

 Serial Number

 Print or Stamp Name of Notary

 Expiration Date

Notary Public – State of _____

Notary Seal

FORM B-1

Price Proposal

(TO BE SUBMITTED IN SEPARATE SEALED ENVELOPE WITH ORIGINAL PROPOSAL)

Proposer must submit price information exactly in the manner requested on this form B-1. Do not deviate in any way from the requested format. (See Section 3.2 B "PRICE PROPOSAL" for additional information.)

If the Proposer wishes to submit an alternate pricing, the Proposer must first submit pricing in accordance with the Form B-1, and then include a separate alternate pricing in a separate sealed envelope marked "ALTERNATE PRICE PROPOSAL" on the sealed envelope and on the first page of the alternate pricing. The alternate pricing will not be scored for evaluation purposes, but may be considered by the County if the Proposer is selected for negotiations.

Note: The Price Proposal shall consist of one original and ten copies.

| | |
|------------------------------------|----------|
| A. ALF OCCUPANT PER MONTH | \$ _____ |
| B. ADULT DAY CARE CLIENT PER MONTH | \$ _____ |
| TOTAL PRICE | \$ _____ |

Proposer's Name: _____

Signature: _____
Proposer's Authorized Representative

Name: _____

Date: _____

EXHIBIT A
SECTION 3 REQUIREMENTS

Requirements applicable to all consultants regarding consulting, training and employment opportunities for Section 3, Small, Minority and Women Business Owners, Minorities and Women

**REQUIREMENTS APPLICABLE TO ALL CONSULTANTS REGARDING
CONSULTING, TRAINING AND EMPLOYMENT OPPORTUNITIES FOR
SECTION 3, SMALL, MINORITY AND WOMEN BUSINESS OWNERS,
MINORITIES AND WOMEN**

T A B L E O F C O N T E N T S

Sections A-H

| | |
|--|-----|
| A. General Requirements..... | 1 |
| B. Section 3, Small, Minority and Women Business Enterprise Definitions To Applicable This Project..... | 1-2 |
| C. Bid Preference (Optional)..... | 2 |
| 4. Section 3 Business Priority Rankings..... | 2-3 |
| D. Section 3 Documents Required With Proposal”..... | 3-4 |
| E. Required Procedures For Solicitation And Award Of Work To Subconsultants And/Or Subcontractors..... | 4 |
| F. Section 3 Training and Employment Recruitment And Selection Procedures..... | 5 |
| G. Section 3 Post-Award Monitoring Procedures..... | 6 |
| H. Welfare-To-Work and Work Opportunity Tax Credit Program..... | 6 |

Section 3 Attachments

| | |
|--|-----|
| Section 3 Clause..... | 1 |
| Document 00200-B (Pre-Certified Section 3 businesses only) | 2 |
| Document 00400 Section 3 Economic Opportunity and Affirmative Marketing Plan (Plan) Form..... | 3 |
| Document 00400-B Section 3 Plan Addendum (Optional Document)..... | 3-B |
| Document 00401 (Sec. 3 Resident Preference Claim Form)..... | 3-C |
| Document 00402 (Sec. 3 Resident or Employee Household Income Certification Form)..... | 3-D |
| Document 00403 (Training and Employment Outreach Documentation Form; 2 pages)..... | 3-E |
| Document 00404 (Section 3 Language for News Ads, Flyers and Job Notices)..... | 3-F |
| Document 00405 Section 3 Employment/Availability Request..... | 3-G |
| Document 00440 Proposed Contracts/Subcontracts Breakdown..... | 4 |
| Solicitation to Section 3 Subconsultants/GCs/Subcontractors (2 pages)..... | 5 |

T A B L E O F C O N T E N T S

| | |
|--|----|
| Section 3 Letter Of Intent..... | 6 |
| Certificate Of Unavailability..... | 7 |
| Outreach Documentation Form..... | 8 |
| Document 00430 List of Subconsultants/Subcontractors..... | 9 |
| Document 00450 (Estimated Workforce Breakdown)..... | 10 |
| Document 00451 (Sample Doc. 00450)..... | 11 |
| Document 00452 (Employee List)..... | 12 |
| Document 00453 (Consultant/Subconsultant Certification)..... | 13 |
| Map of City of Miami's Overtown Community Revitalization District..... | 14 |

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**REQUIREMENTS APPLICABLE TO ALL CONSULTANTS REGARDING
CONSULTING, TRAINING AND EMPLOYMENT OPPORTUNITIES FOR
SECTION 3, SMALL, MINORITY AND WOMEN BUSINESS OWNERS,
MINORITIES AND WOMEN**

A. GENERAL REQUIREMENTS

This contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations in 24 Code of Federal Regulations (CFR) Part 135, as amended by an interim rule published on June 30, 1994 (59 FR 33866). (Proposers who wish to receive a copy of this regulation may fax their request to Margaret Hall or Kimberley Green at Miami-Dade Housing Agency (MDHA) Office of Compliance at (305) 643-1773). Section 3 requires, to the greatest extent feasible and consistent with Federal, State and local laws and regulations, job training, employment, and consulting opportunities be directed to low- and very low- income persons and to businesses that employ these persons.

Contractors must also take all necessary affirmative marketing steps to ensure small, minority and women-owned business enterprises are used (based on United States Department of Housing and Urban Development's (USHUD) affirmative action plan requirements). Consultants need to contact Miami-Dade Department of Business Development (DBD) at 175 NW 1st Avenue, 28th Floor, Miami, Florida 33128, ph:(305) 349-5965 or fax:(305) 349-5915 to obtain and use their small, minority and women-owned enterprise lists to solicit and award, where feasible, contracts to these firms.

The *Section 3 Clause* (Attachment 1) **must be included in all consultant agreements with subconsultants/general contractors/subcontractors.**

**B. SECTION 3, SMALL, MINORITY AND WOMEN BUSINESS ENTERPRISE
DEFINITIONS APPLICABLE TO THIS PROJECT**

The following terms are used in this section and under this section's forms interchangeably: "Consultant" and "Contractor"; "Subconsultant" and "Subcontractor".

The term "New hires" is defined by USHUD as follows:

Full-time employees for permanent, temporary or seasonal employment opportunities and include, but are not limited to, all management, maintenance, clerical and administrative jobs arising in connection with the development(s) stipulated in the contract award.

The term "Section 3 Resident", used in this Appendix, is defined by USHUD as follows:

An individual who lives in Miami-Dade County and : (a) is a resident of public housing; or (b) is a resident of another federally assisted housing program (Section 8, Section 202, etc.); or is a current recipient or participant in a public assistance program (TANF, JTPA, etc.); or (c) whose family household income

meets the definition of a low- or very-low income family (see Miami-Dade Income Chart below.)

MIAMI-DADE 2001 INCOME LIMITS

| | 1 PERSON | 2 PERSON | 3 PERSON | 4 PERSON | 5 PERSON | 6 PERSON | 7 PERSON | 8 PERSON |
|------------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Very Low Income (50%) | 15,950.00 | 18,250.00 | 20,500.00 | 22,800.00 | 24,600.00 | 26,450.00 | 28,250.00 | 30,100.00 |
| Low-Income (80%) | 25,550.00 | 29,200.00 | 32,850.00 | 36,500.00 | 39,400.00 | 42,300.00 | 45,250.00 | 48,150.00 |

Small Business Enterprise (SBE), Minority Business Enterprise (MBE), Women Business Enterprise (WBE) Definitions

A business at least 51 percent owned or controlled by a small business owner, or one or more minority group members, or women and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are: Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, Asian Indian Americans and Hasidic Jews. For information on how to become certified as a Miami-Dade County (MDC) small, minority or woman business owner, contact MDC Dept. of Business Development (DBD) at 305-349-5960. Note: MDHA only recognizes small, minority or women business owners certified by DBD.

C. BID PREFERENCE (OPTIONAL) Maximum Points: 5

1. Proposals are being solicited from all consultants (Section 3 and non-Section 3 businesses).
2. Consultants who are Miami-Dade County residents and meet Miami-Dade County's low income household limits (see "Miami-Dade 2001 Income Limits", page 1), or whose firms include 30% of these persons as full-time employees and can show proof of efforts to solicit and provide a low-income hiring preference to them at the time of new hire, may be eligible to receive these points. Evaluation shall also be based on the Consultant's Section 3 business priority ranking as stipulated below under "Section 3 Business Priority Rankings"..... **5 Points.**
3. Consultants who wish to claim a Section 3 business preference must submit their evidence, as described under no. 2 above, and Form 00200- B (Attachment 2), with their proposal.
3. **For general information on MDHA's current Section 3 business certification procedure, contact Margaret Hall or Kimberley Green, MDHA, at fax no. (305) 643-1773, or telephone nos. (305) 644-5104 or (305) 644-5345.**
4. **SECTION 3 BUSINESS PRIORITY RANKINGS:** Miami-Dade business concerns:
 - a. 51 percent or more owned by Helen Sawyer public housing residents, or whose full-time, permanent work force includes 30 percent of these persons as employees **5 Points.**
 - b. 51 percent or more owned by residents of other MDHA public housing sites, or whose full-time, permanent work force includes 30 percent of these persons as employees **4 Points.**

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- c. Business owners who are or were participants in HUD Youthbuild programs currently operating (or that were operating during the last three years) in Miami-Dade County **3 Points.**
- d. 51 percent or more owned by low or very-low income residents who live within the City of Miami's Overtown Community Revitalization District (see map on Attachment 14), or whose full-time, permanent work force includes 30 percent of these persons as employees **2 Points.**
- e. 51 percent or more owned by low-or very low-income persons who reside in Miami-Dade County, or whose permanent, full-time work force includes no less than 30 percent of low-or very low-income Miami-Dade County persons as employees, including persons that are not currently low-or very low-income persons, but were low- or very low-income persons, as long as the date of first employment with the business concern has not exceeded a period of three years, or provide evidence of a commitment to subcontract in excess of 25 percent of the total amount of subcontracts to be awarded to business concerns identified above, under paragraph 4a.or 4b.....**1 Point.**

D. SECTION 3 DOCUMENTS REQUIRED WITH PROPOSAL Maximum: 10 Points

- 1. All consultants are required to submit with their proposal **Document Form 00400, "Section 3 Economic Opportunity and Affirmative Marketing Plan (Plan)"** (Attachment 3) **0 points**
(no additional points shall be given for this item since it is a required document).
- 2. All consultants are required to submit with their proposal **Document 00450, "Consultant/Subconsultant Estimated Project Work Force Breakdown"** (Attachment 10) for consultant. The purpose of this form is to identify any training and employment opportunities (where there are vacancies or new positions in connection with the award) to be directed toward low or very-low residents and the approximate date the positions will be available. (See Section F., page 5 for information on training and employment goals and resident priority rankings.) (Note: "Document 00451", Attachment 11, is a sample, completed Document 00450.)**0 points**
(no additional points shall be given for this item since it is a required document).
- 3. All consultants are required to submit with their proposal "**Document 00452—Employee List** (Attachment 12), for consultant's firm.
- 4. Section D.5, below is in addition to consultant committing to train and employ qualified Section 3 residents (public housing residents first and foremost, in the priority order described under Section F), where vacant or new positions occur as a result of this award) to the greatest extent feasible, not less than **30%, but no less than one, whichever is greater**, of any new hires within their labor force during the term of the contract to, as reflected on consultant's Document 00450 form (Attachment 10). In accordance with 24 CFR Part 135 (Section 3 regulation), consultant and its subconsultants/subcontractors may not replace any existing employees with new Section 3 full time, part time or trainee workers.
- 5. **OPTIONAL ONLY:** Consultants shall receive additional Plan points provided they attach **Document 00400-B, Plan Addendum**, Attachment 3-B, to Document 00400 and submit this form with their proposal. The purpose of the *Plan Addendum* is for use by those Consultants

who wish to make a commitment to train and hire one or two paid Section 3 trainees and/or employees, over and above the required 30% as reflected on consultant's Document 00450 form (see Section F.1. for priority order in selection of new trainees and/or employees for new or vacant positions resulting from this award). Consultant shall incorporate into the Plan addendum proposed trainee and/or employee wages minimum wages or higher.....*5 or 10 points

(Note: *Consultants shall be eligible to receive either 5 points or 10 points, based on their level of commitment to hire one or two trainees and/or employees, as described above).

6. All consultants are required to submit *Document 00440, "Proposed Contracts/ Subcontracts Breakdown"* form (Attachment 4) with proposal. Consultant should use this form to reflect all subcontracts consultant anticipates will be used for the duration of the contract, the total number of anticipated contracts in each service category, total approximated dollar amount to be awarded by service category, estimated number of contracts in each category to be awarded to Section 3 businesses, and the estimated dollar amount to be awarded to these businesses. (In order to meet the Section 3 subcontracting goal for this contract, consultant should anticipate soliciting to current and prospective Section 3 businesses and awarding at least 10% of the total overall contract amount to Section 3 businesses, where feasible.)
7. Consultants who do not anticipate using subconsultants/subcontractors throughout the duration of the contract should date and complete information requested about their own firm on the bottom of *Document 00440*, and include the following statement on this form: **"I attest that no subconsultants/subcontractors will be used for this project award throughout the duration of this contract"**.

E. REQUIRED PROCEDURES FOR SOLICITATION AND AWARD OF WORK TO SUBCONSULTANTS AND/OR SUBCONTRACTORS

As indicated under D.7. above, all consultants are required to submit **Document 00440, "Proposed Contracts/ Subcontracts Breakdown"** form (Attachment 4) with proposal.

Prior to the successful consultant awarding any new subcontracting or subconsulting work under this contract, consultant is required to provide MDHA with proof that the solicitation and award procedures as described in the Consultant's Plan were followed (see Attachments 5 – 9, referenced in Document 00400 to document proof of subconsultant/subcontractor solicitation).

In accordance with this *Plan*, the successful consultant must solicit and award a minimum goal of 10% of the total contract award amount to Section 3 subconsultants, general contractors and/or subcontractors, where feasible (only where subconsultants and/or subcontractors are to be used). Consultant must solicit from current MDHA's Section 3 business lists and award to MDHA-certified Section 3 businesses where feasible (contact Margaret Hall, MDHA, at (305) 644-5104 or fax (305) 643-1773 for these lists). These procedures are based on USHUD's Section 3 regulation at 24 CFR Part 135 regulation, and are applicable to all consultants and contractors who perform work under public housing funded projects.

Consultant shall divide the work into smaller components, where feasible, to facilitate subcontracting opportunities to Section 3, small, minority and women-owned businesses

(successful consultant must solicit to all minorities, including Blacks, Hispanics, Asians, Indians, etc.) and women-owned businesses, where feasible. The definition of a Section 3 business may overlap with the definition of a small, minority and/or women-owned business; where applicable, consultant will have satisfied the Section 3 and the other affirmative marketing goals by selecting subconsultants and/or subcontractors that meet both definitions.

F. SECTION 3 TRAINING AND EMPLOYMENT RECRUITMENT AND SELECTION PROCEDURES

1. Consultant (applicable to Section 3 and non-Section 3 consultants), and its subconsultants and/or subcontractors, including any Section 3, small, minority or women-owned business concern, awarded work through this contract, must commit to train and employ qualified Section 3 residents (where vacant or new positions exist in connection with this award) to the greatest extent feasible, not less than **30%, but no less than one, whichever is greater**, in part-time and full time positions, for permanent, temporary, or seasonal employment within their labor force during the term of the contract, in the priority order indicated below.
 - a. Public housing residents from the MDHA Helen Sawyer public housing development (**Category 1 residents**);
 - b. Public housing residents from all other MDHA public housing developments (**Category 2 residents**);
 - c. Participants in HUD Youthbuild programs currently operating in Miami-Dade County. For more information, contact Don De Jarnett, YWCA of Greater Miami, Inc. at (305) 377-9922, Ext. 204, or Fax (305)373-9922 (**Category 3 residents**);
 - d. 51 percent or more owned by low or very-low income residents who live within the City of Miami's Overtown Community Revitalization District
 - e. Recipients of federal government housing assistance programs, such as Section 8, Section 202, HOME, etc., or who are participants in a federally funded job training program, such as J.T.P.A., etc. (**Category 4 residents**);
 - f. Low or very low- income residents from the Overtown Community Revitalization District, (see Section B, Page 2, "Miami-Dade Income Limits" chart) (**Category 5 residents**);
 - g. Low or very low- income residents from the City of Miami (see Section B, Page 2, "Miami-Dade Income Limits" chart) (**Category 6 residents**); or
 - h. Other individuals who reside in Miami-Dade County, and meet the definition of a low, or very low-income person, as defined, in the current Miami-Dade Income limits (see "Miami-Dade Income Limits" chart). (**Category 7 residents**).
2. Solicitations to MDHA and other organizations to vacant or new positions must be documented on *Document 00403, "Training and Employment Outreach Documentation Form"* (Attachment 3-E).
3. Consultant and its subconsultants and/or subcontractors awarded work through this contract must solicit to all minorities and women when filling vacant or new full-time or part-time positions generated through MDHA projects.
4. Consultant, and his or her subconsultants and/or subcontractors, will be required, whenever new trainees or employees are hired for work resulting from this award for the duration of

this contract, to: a) follow the Consultant's recruitment and selection strategies included in his or her Section 3 Economic Opportunity Plan (Plan), and b) monitor his or her subconsultants and/or subcontractors Section 3 compliance with this procedure (and collect the appropriate documentation).

5. Consultant and its subconsultants/subcontractors must explain to all job applicants how to claim a Section 3 preference and show them the Miami-Dade income chart, included under **Document 00401, "Section 3 Resident Preference Claim"** form (Attachment 3-C). Applicants who want to pursue the Section 3 preference claim should be provided with copies of **Document 00401** and **Document 00402, "Household Income Verification"** form (Attachment 3-D) to complete. Note: Applicants who provide proof of participation in public housing, Section 8 or another federal assistance program need not submit Document 00401 (public housing residents should receive the highest priority ranking when employer applies the applicant preference).
6. When there is a need for new hires, consultant and its subconsultants/subcontractors must use the Section 3 language included under **Document 00404, "Section 3 Language for News Ads, Flyers and Job Notices"** (Attachment 3-F) in all news ads, notices, announcements and flyers. Notices must be placed at the site where work is to take place and in the surrounding community.
7. When there is a need for new hires, consultant and its subconsultants/subcontractors must use **Document 00405, "Section 3 Employment/Availability Request"** form (Attachment 3-G) when requesting MDHA training and employment referrals.
8. Consultant will be required to submit documentation of efforts made and results of efforts to train and employ Section 3 residents in accordance with their Plan during the performance of the contract in the format and frequency required by Miami Dade County.

G. SECTION 3 POST-AWARD MONITORING PROCEDURES

Successful consultant will be required to submit **Document 00453, "Consultant/ Subconsultant/ Subcontractor/GC Certification"** (Attachment 13) for its own firm upon notification of award, and shall require any subconsultants/subcontractors selected for work under this award to submit this form prior to commencing work.

Successful consultant is subject to monitoring requirements set forth by MDHA to evaluate Section 3 compliance and will be required to submit Section 3 compliance reports in the format and frequency required by MDHA.

Failure by successful consultant and its subconsultants and/or subcontractors (where subconsultants and/or subcontractors will be used) to meet applicable Section 3 requirements in the time frame requested may result in sanctions, termination of this contract for default, and debarment or suspension from future MDHA contracts.

H. WELFARE-TO-WORK AND WORK OPPORTUNITY TAX CREDIT PROGRAM

For information and application assistance, contact Freyda Hyman, Director of Business Service Center at (786) 264-9163, ext. 241. or Bureau of Operations, 1320 Executive Center Drive, Tallahassee, FL 32399-0667.

SECTION 3 CLAUSE

ATTACHMENT 1

24 CFR Part 135 - at 135.38. This clause must be included in all Section 3 covered contracts. The contractor and subcontractors (where applicable) will be bound by its provisions.

- a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.
- b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed; and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

SECTION 3 BUSINESS PREFERENCE CLAIM FORM

**OPTIONAL DOCUMENT (ONLY APPLICABLE TO BIDDERS PRE-
CERTIFIED BY MDHA AS A SECTION 3 BUSINESS WHO ARE
CLAIMING A PREFERENCE)**

_____ (Initial) _____ (Firm Name) was certified by MDHA as a Section 3 Business on _____ (Date). Said firm is claiming a preference for the bid, identified below.

_____ (Initial) Said firm certifies, below, with the firm president's signature, that the full-time employee composition, and the ratio of Section 3 full-time employees to non-Section 3 employees continues to be at least 30% or higher.

_____ (Initial) Said firm has attached to this form a list of any new full-time or part time employees who were not employed by said firm when firm received its Section 3 Business Certification from MDHA.

_____ (Initial) Where applicable, said firm shall attach Forms C and D (from the Section 3 Business Application) or other applicable documentation to demonstrate whether any new employees who have been hired are Section 3 individuals.

BID NUMBER _____ BID NAME _____

FIRM NAME (Please print or type) _____

PRESIDENT'S NAME (Please print or type) _____

PRESIDENT'S SIGNATURE: _____

PHONE AND FAX NUMBERS: _____

DATE: _____

Section 3 Economic Opportunity and Affirmative Marketing Plan (Plan)

Firm Name _____ Contact Name _____

The individual above, (consultant), is responsible for planning, implementing and tracking firm's Section 3 and affirmative marketing training, employment and contracting goals applicable to MDHA projects and must comply with United States Housing and Urban Development's (USHUD) Section 3 regulation at 24 CFR Part 135 (fax Miami-Dade Housing Agency's (MDHA) Office of Compliance at (305) 643-1773 to obtain copy).

Consultants/Subconsultant(s)' Recruitment and Selection Steps Required to Fill Vacant or New Positions in Connection with MDHA Projects

1. Contact Sandra Walker, Resident and Economic Development Division, MDHA, at (305) 644-5277 or fax (305) 649-9706, for public housing, Section 8, HOME, other housing program recipients, other low-income persons, minorities and women employment referrals.
2. Advertise at job site and in surrounding neighborhood for targeted workers (see #1 above) and use Document 00404, "*Section 3 Language for News Ads, Flyers and Job Notices*" in all job notices, flyers and announcements.
3. Schedule a time and place convenient for public housing, other Section 3 residents (listed under no. 1 above), minorities and women to complete job applications.
4. Contact Don DeJarnett, YWCA of Greater Miami, Inc. at (305) 377-9922 ext. 204, or fax (305) 373-9922, for HUD Youthbuild employment referrals.
5. Send notices about Section 3 training and employment obligations and opportunities required for Miami-Dade Housing Agency projects to labor organizations, where applicable (see *Section 3 Clause*).
6. Present Document 00401, "*Section 3 Resident Preference Claim Form*" to all job applicants and explain Section 3 residents will receive preference in the recruitment/selection process, if they meet minimum job eligibility criteria.
7. Ensure applicants that claim a Section 3 preference provide proof as described in Document 00401, or complete Document 00402, "*Section 3 Resident or Employee Household Income Certification Form*" (Section 3 public housing residents must receive the highest preference points during the employer interview/selection process.)
8. Consultant and subconsultants (where subconsultants are used) are required to establish files to record all training and employment outreach efforts and responses from agency representatives and job applicants when filling vacancies or new positions in connection with MDHA projects. Consultant/subconsultant(s) should document outreach to each organization on Document 00403, "Training & Employment Outreach Documentation" form, and provide MDHA with any applicable supporting documents as requested.
9. Consultant is responsible for collection of subconsultant(s) training and employment documentation outreach efforts (described under no. 8), new hire reports (required) and weekly employment forms (only when subconsultant(s) hire workers for vacant or new positions in connection with MDHA awards).

Consultant's Solicitation and Selection of Section 3, Small, Minority and Women-Owned Businesses

Consultant will follow Plan's affirmative marketing steps for each MDHA project award, only where subconsultants are to be used, to award a minimum goal of 10% of the total consultant award amount to Section 3 businesses, where feasible, and award other subcontracts to small, minority and women-owned businesses, where feasible (definition of a Section 3 business may overlap with definition of a small, minority and/or women-owned business, in this case, consultant will have satisfied both of the aforementioned affirmative marketing goals). Consultant will provide MDHA with a written explanation in the event that it is unable to meet its goal to award at least 10% of the contract award amount to Section 3 businesses.

Consultant shall demonstrate compliance in solicitation to the types of business, named above, by following the steps below and providing required documentation within 14 days of MDHA notification.

1. Divide work into smaller components, where feasible, to facilitate subconsultant opportunities to Section 3, small, minority and women-owned businesses.
2. Refer any interested subconsultants that may meet the criteria to become a certified Section 3 business to MDHA Office of Compliance for Section 3 business application assistance.
3. Contact **Margaret Hall or Kimberley Green**, at fax no. **305-643-1773**, for current MDHA list of Section 3 businesses) and solicit to these businesses to the greatest extent feasible.
4. Contact *Department of Business Development* (DBD) (305) 349-5965 or fax (305) 349-5915 to obtain lists of small, minority and/or women-owned businesses, and solicit and award to firms included on DBD lists. Solicitations and awards must be made, where feasible, to various minority-owned businesses, including Blacks, Hispanics, Asians, Indians, etc., and women (where such businesses exist).
5. Advertise for Section 3 subconsultants in construction trade journals, such as "The Dodge Reports", and post notices and distribute flyers at work site and surrounding neighborhood. The purpose of such advertisements is to make prospective subconsultants aware of the Section 3 preference requirements applicable to MDHA project awards.
6. Fax, send or deliver **"Subconsultant Solicitation to Section 3, Small, Minority and Women Businesses"** form, to all prospective subconsultant firms solicited for each MDHA award.
7. Allow each subconsultant *a minimum of five business days* to respond to consultant's solicitation request. Include all **"Letters of Intent"** forms received from Section 3, small, and minority, and women-owned subconsultants. Request subconsultants not interested or unavailable to bid to provide consultant with **"Certificate of Unavailability"** form.
8. Use the **"Outreach Documentation Form"** to include contacts made to each subconsultant, *categorized by trade*, consultant's bid amount and/or other type of responses received, and any consultant follow up action with subconsultant(s) (where applicable). Consultants must attempt to negotiate with Section 3 businesses, first and small, minority and women-owned businesses, second, in cases where the amount of the subconsultant's bid would make the project infeasible for the consultant to perform.
9. If a Section 3, small, minority or women-owned firm is non-responsive, Consultant agrees to make a second attempt at getting them to respond, and will use more than one method to communicate with firm (facsimile, telephone, pager, etc.)
10. Submit post-award to MDHA (as described in bid documents): Copies of consultant's actual news ads, notices and posters, all subconsultant solicitation letters, "Letters of Intent" and "Certificates of Unavailability" consultant's "Outreach Documentation Form" (described under nos. 6-9 below), explanation letter (if the 10% Section 3 subcontracting goal was not met), **Document 00430—List of Subconsultants**, and from consultant and subconsultants, **Documents 00450, 00452 and 00453 ("Estimated Workforce Breakdown, Employee List and Consultant/Subconsultant Certification Form).**
11. Retain all written documentation of outreach efforts and responses received from organizations and subconsultants who were contacted for each MDHA project award.

Sign and Print Firm Official's Name and Title

Submission Date

Firm Name/Address

Firm Telephone and Fax Numbers:

SECTION 3 PLAN ADDENDUM OPTIONAL DOCUMENT

CONSULTANTS OR CONTRACTORS SHALL BE ELIGIBLE TO RECEIVE ADDITIONAL POINTS PROVIDED THEY COMPLETE AND ATTACH DOCUMENT 00400-B TO THEIR SECTION 3 ECONOMIC AND AFFIRMATIVE MARKETING PLAN.

Instructions: **Check box two or box three, but not both.** All other boxes should be checked to signify consultant's or contractor's acknowledgement and agreement to follow the Section 3 procedures applicable under this addendum. Firm's chief executive or their designee must date and execute form, and provide other firm data requested on page 2.

- ☐ Consultant commits to train and employ qualified Section 3 Miami-Dade residents (public housing residents first and foremost, in the priority order described in the proposal's Section 3 addendum, under Section F., page 5), where vacant or new positions occur in his or her firm as a result of this award, to the greatest extent feasible, not less than 30%, but no less than one, whichever is greater, of any new hires within their labor force, and obtains this same written commitment from consultant's subconsultants and/or subcontractors.
- ☐ In addition to meeting the requirement described above, Consultant commits to **train and hire one paid Section 3 trainee and/or employee, over and above the 30% requirement described above,** or provides evidence of this commitment from one or more of Consultant's subconsultants and/or subcontractors.
- ☐ In addition to meeting the proposal's requirement described above, Consultant commits to **train and hire two paid Section 3 trainees and/or employees, over and above the 30% requirement described above,** or provides evidence of this commitment from one or more of its subconsultants and/or subcontractors.
- ☐ Consultant understands this commitment is effective for the duration of the contract, and is only applicable should there be a need for additional new hires, over and above the 30%, described above for Consultant's firm, and/or its subconsultants and/or subcontractors.
- ☐ Consultant understands he or she is not permitted by USHUD's regulation at 24 CFR 135 to replace any existing employees with new Section 3 full time, part time or trainee workers, and agrees to communicate this requirement to any subconsultant or subcontractor hired to perform project work.
- ☐ Consultant shall also indicate on its 00450, Estimated Workforce Breakdown Form, the estimated number of new hires it projects shall be needed for this project and the estimated number of Section 3 new hires. Consultant shall also obtain this form from any subconsultant and/or subcontractor selected to perform project work at any point new work is to be awarded under this contract.

PROPOSAL/BID NUMBER _____ PROPOSAL/BID NAME _____

FIRM NAME (Please print or type) _____

FIRM ADDRESS _____

PHONE AND FAX NUMBERS: _____

SIGNATORY'S NAME AND POSITION (Please print or type)

SIGNATORY'S SIGNATURE: _____ DATE: _____

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SECTION 3 RESIDENT PREFERENCE CLAIM FORM

A Section 3 resident *seeking the preference in training and employment* as defined in the Section 3 regulation at 24 CFR Part 135, shall certify to the recipient, contractor or subcontractor, and submit evidence showing they meet the criteria of a Section 3 resident, i.e. evidence of receipt of public assistance or residency in a USHUD or other federally assisted housing program, e.g., Public Housing, Section 8, Section 202, etc.)

MIAMI-DADE 2001 INCOME LIMITS

| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| | PERSON | PERSON | PERSON | PERSON | PERSON | PERSON | PERSON | PERSON |
| *Very Low Income (50%) | 15,950.00 | 18,250.00 | 20,500.00 | 22,800.00 | 24,600.00 | 26,450.00 | 28,250.00 | 30,100.00 |
| ** Low-Income (80%) | 25,550.00 | 29,200.00 | 32,850.00 | 36,500.00 | 39,400.00 | 42,300.00 | 45,250.00 | 48,150.00 |

CERTIFICATION FOR SECTION 3 RESIDENT

I, _____, am a legal resident of the U.S.A.
(YOUR NAME)

My Social Security # is _____. My race/ethnicity is _____

My permanent address is _____
(Include City, ST., Zip Code)

I have attached one of the following documentation as evidence of my status:

- ☐ Copy of evidence of residency (lease) in a HUD or other federally assisted housing program
- ☐ Copy of receipt of public assistance, e.g., AFDC recipients, etc.
- ☐ Copy of receipt of participation in a HUD YOUTHBUILD program.
- ☐ Copy of evidence of participation in a federally assisted program such as JTPA, JOBS, Etc.
- ☐ Copy of evidence of participation in a state or local assistance program, or other program that assists low- or very-low income persons.

ONLY PROVIDE FOLLOWING IF ONE OF THE ABOVE IS NOT APPLICABLE:

- ☐ Use "Section 3 Employee Household Income Certification Form" to disclose employee household income if evidence described above is not applicable.

SIGNATURE _____

PRINT NAME _____

Section 3 Resident or Employee Household Income Certification Form

Any individual who is seeking to be certified as a Section 3 resident, and who is **not a public housing resident, or not in a federally assisted housing program, or not a recipient public assistance program** shall attest to their total current gross annual household income, and provide the name and date of birth of each household member. All additional household income earned by household members, excluding children under 18, and/or provided through public or private assistance, child support, bank or investment earnings must be included, where indicated below.

I, _____, (Individual's Full Name) DO SOLEMNLY
SWEAR THAT THE INFORMATION I HAVE PROVIDED BELOW IS TRUE.

Number of family members who live in my household: _____

My total current gross annual household income is: _____

The source(s) of my total **annual** household income is/are:

| Type of Earnings | Head of Household | Spouse (if applicable) | Other Adult Members age 18 & over (if applicable) | Other Adult Members age 18 & over (if applicable) | Other Adult Members age 18 & over (if applicable) | Other Adult Members age 18 & over (if applicable) |
|---------------------|-------------------|---------------------------|--|--|--|--|
| Gross Earnings | | | | | | |
| AFDC | | | | | | |
| Child Support | | | | | | |
| Bank Income | | | | | | |
| Other Income (list) | | | | | | |
| 1. | | | | | | |
| 2. | | | | | | |
| 3. | | | | | | |
| 4. | | | | | | |
| 5. | | | | | | |

PRINT NAME _____

SIGNATURE _____

DATE _____

DOCUMENT 00403 TRAINING AND EMPLOYMENT OUTREACH DOCUMENTATION FORM

Resident Associations (RA) Contact Information

| RA Name and Address | RA Contact Name | Phone # and Fax # | Date(s) of Contact(s) | Response | Action Taken |
|---------------------|-----------------|-------------------|-----------------------|----------|--------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Sandra Walker's Office Contact Information

| Contact Name | Phone # and Fax # | Date(s) of Contact(s) | Response | Action Taken |
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Site Management Contact Information

| Contact Name | Phone # and Fax # | Date(s) of Contact(s) | Response | Action Taken |
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Section 3 Language for News Ads, Flyers and Job Notices

Below is the Section 3 training and employment preference language recommended for Job Ads, Notices, Flyers and Announcements to be used when consultants, contractors and subconsultants/subcontractors seek workers to fill vacant or new positions in connection with MDHA awards. Job notices must be posted at the work site, the neighborhood where work is to take place, and at job labor pool locations.

Photographic evidence of job notices, and copies of job ads must be provided to Margaret Hall or Kimberley Green, at Miami-Dade Housing Agency Compliance Section, 1401 NW 7th Street, RKH Bldg., Miami, FL 33125.

This is a Section 3 covered activity. Section 3 requires that job training and employment opportunities be directed to public housing residents who live at the work site, first, and at other public housing sites, second; HUD Youthbuild participants, third; and low and very-low income persons who live in Miami-Dade County, fourth. Persons who provide Section 3 proof and meet minimum job requirements will be given preference during employer's recruitment/selection process.

Below is generic Section 3 Language For Section 3 Firm and Worker Solicitations, recommended for Invitation to Bids, Construction Journal Ads, Newspaper Ads, Job Announcements, Flyers and Posters:

This is a Section 3 covered activity. Section 3 requires job training and employment opportunities to be directed to low- and very-low income persons and contracting opportunities to be directed to businesses owned by, or that substantially employ, low-or very-low income persons.

SECTION 3 EMPLOYMENT / AVAILABILITY REQUEST**1. EMPLOYER'S INFORMATION:**

BUSINESS NAME: _____

ADDRESS: _____ CITY: _____ STATE: FL

TELEPHONE: () _____ FAX: () _____

CONTACT PERSON: _____

2. JOB INFORMATION: APPLICATIONS ACCEPTED UNTIL: _____

NUMBER OF OPENINGS _____ HOURLY RATE: \$ _____

JOB SITE LOCATION: _____

POSITIONS AVAILABLE: _____, _____, _____

QUALIFICATIONS:

NONE _____

WILL TRAIN _____

HOW MANY MONTHS OR YEARS EXPERIENCE: _____

EDUCATION REQUIRED:

_____ HS/GED _____ ASSOCIATE DEGREE _____ BACHELORS DEGREE

DURATION OF JOB:

PERMANENT _____

TEMPORARY/HOW LONG _____

FULL TIME/PART TIME _____

LANGUAGE REQUIRED _____

DRIVERS LICENSE REQUIRED: Yes _____ No _____

JOB DESCRIPTION _____

DEADLINE TO APPLY: _____

CONTRACTORS: PLEASE RETURN FORM TO:

MIA FOSTER, CRA/JOB DEVELOPER

6304 N. W. 14TH AVENUE

MIAMI, FL 33147

RECEIVED BY: _____

DATE RECEIVED: _____

PROPOSED CONTRACTS/SUBCONTRACTS BREAKDOWN

| Type of Contract (Business or Profession) | Total No. | Total Approx. Dollar Amt. | Estimated No. of Contracts to Section 3 Businesses | Est. Dollar Amt. to Section 3 Businesses |
|---|-----------|------------------------------|--|--|
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Company

Project Name/No.

Person Completing Form

Date

Solicitation to Section 3 Subconsultants/GCs/Subcontractors

To: _____ (Sub or GC Firm Name)

Fm: _____ (Consultant Firm Name)

Re: _____ (Project #, Name, & Location)

Specify Category of Work and/or Specialty Trade Needed for Project:

Bid Due Date: _____ Sub or GC Bid Quote: _____

Sub or GC (Print and Sign Name and Title) _____

Sub or GC Phone/Fax Nos. _____

Section 3 of the Code of Federal Regulations requires General or Prime Consultants who subcontract work for HUD-funded projects to seek and award, to the greatest extent feasible, at least 10% of the total contract amount to Miami-Dade County Section 3 businesses who meet the definition of one of the Section 3 business categories, listed below. If two or more Section 3 businesses that provide the same business or service bid on the same project, then the firm with the highest priority ranking, where feasible, will be selected.

Definition of a Section 3 Business Concern: Businesses that meet one of the following definitions identified below. (The highest priority ranking (PR) is #1.)

PR#1: 51% or more owned by current Section 3 public housing residents who reside at the public housing site where work is to take place, or whose full-time, permanent work force includes 30 percent of these persons as employees, including persons who were Section 3 public housing residents within three years of the date of first employment with the business, and lived at site where work is to take place.

PR#2: 51% or more owned by residents of other MDHA public housing sites, or whose full-time, permanent work force includes 30 percent of these persons as employees, including persons who were Miami-Dade public housing residents within three years of date of first employment with the business.

PR#3: 51% or more owned by HUD Youthbuild Program participants, or whose full-time, permanent work force includes 30 percent of these persons as employees, including persons who were HUD Youthbuild Program participants, within three years of date of first employment with the business.

PR#4: Business concerns that are 51 percent or more owned by residents of a federally assisted housing program, such as Section 8, Section 202, HOME, etc., or whose full-time, permanent work force includes 30 percent of these persons as employees including persons who were participants in a federally assisted housing program, within three years of date of first employment with the business.

PR#5: Business concerns that are 51 percent or more owned by "other Section 3 residents", which are individuals who reside in Miami-Dade County, and currently meet the definition of a low, or very low-income person, as

Note: Section 3 is applicable only to MDHA contracts and contracts funded with United States Department of Housing and Urban Development public housing program funds.

Solicitation to Section 3, Small, Minority and Women Subconsultants

defined by USHUD regulations (see "*Section 3 Definitions and Income Guidelines*", listed below); or whose full-time, permanent work force includes no less than 30 percent "other Section 3 residents", including persons who were "other Section 3 residents" within three years of date of first employment with the business, or businesses that provide evidence of a commitment to subcontract in excess of 25% percent of the dollar award of all subcontracts to be awarded to businesses that meet the qualifications identified above under "Definitions of a Section 3 Business Concern", paragraphs 1 and 2.

Businesses able to meet one or more of the above-priority ranking definitions may be eligible to become a certified Section 3 business. Section 3 business applications may be requested from Margaret Hall, Miami-Dade Housing Agency (MDHA) Office of Compliance, at tel. no. (305) 644-5104 or fax no. (305) 643-1773. MDHA is responsible for reviewing and approving, where applicable, all Section 3 Business Applications.

If you have any questions regarding your bid submission for the captioned project award, call _____ at _____ (phone number).

Small Business Enterprise, Minority Business Enterprise, Women Business Enterprise Definitions: A business which is at least 51 percent owned or controlled by a small business owner, or one or more minority group members, or women and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are: Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, Asian Indian Americans and Hasidic Jews. For information on how to become certified as a Miami-Dade County (MDC) small, minority or woman business owner, contact MDC Dept. of Business Development (DBD) at 305-349-5960. Note: MDHA only recognizes small, minority or women business owners certified by DBD.

Section 3 Resident Definition: An individual who: (a) is a resident of Miami-Dade public housing; or (b) is a resident of another federally assisted Miami-Dade housing program (Section 8, Section 202, etc.); or is a current recipient or participant in a public assistance program (TANF, JTPA, etc.); or (c) whose family household income meets the definition of a low-or very low income Miami-Dade County family.

New Hires Definition: Full-time employees for permanent, temporary or seasonal employment opportunities and include, but are not necessarily limited to, all management, maintenance, clerical and administrative jobs arising in connection with the development(s) stipulated in the contract award.

Very-Low Income Person or Household Definition: Families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area.

Low Income Person or Household Definition: Families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area.

Note: The table below is calculated with the 50% or 80% Miami-Dade Area figures, and no additional calculation is required.

MIAMI-DADE 2000 INCOME LIMITS

| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| | PERSON | PERSON | PERSON | PERSON | PERSON | PERSON | PERSON | PERSON |
| Very Low Income (50%) | 15,950.00 | 18,250.00 | 20,500.00 | 22,800.00 | 24,600.00 | 26,450.00 | 28,250.00 | 30,100.00 |
| Low-Income (80%) | 25,550.00 | 29,200.00 | 32,850.00 | 36,500.00 | 39,400.00 | 42,300.00 | 45,250.00 | 48,150.00 |

SECTION 3 LETTER OF INTENT

Consultant's goal for this Miami-Dade Housing Agency (MDHA) project is to award 10% of Consultant's award amount to Section 3 firms. The Section 3 firm solicited interested in submitting bid must complete this form by Consultant's deadline.

To: _____
Consultant Name

From: _____
Section 3 Firm Name

Project Number: _____ Project Name: _____

The (undersigned) Section 3 firm holds the following State of Florida and/or MDC professional or technical licenses, expiring on (list each license and expiration date)

Section 3 firm federal employer identification no. (or social security no.) _____

The undersigned intends to perform the following work in connection with the above contract:

| Type of work to be performed | Bid Amount |
|------------------------------|------------|
| | |
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Above table to be completed by Section 3 Firm:

The undersigned has reasonably uncommitted capacity sufficient to provide the required goods or services, all licenses and permits necessary to provide such goods or services, the ability to obtain bonding (if applicable) that is reasonably required to provide such goods or services consistent with normal industry practice, and the ability to otherwise meet the bid specifications.

Section 3 Firm Signature

Section 3 Firm (Typed)

Section 3 Firm Title

Date

OUTREACH DOCUMENTATION

[illegible]

***LIST OF SUBCONSULTANTS/SUBCONTRACTORS**
SECTION 3, SMALL, MINORITY AND WOMEN BUSINESS ENTERPRISE UTILIZATION

PROJECT FL. NO. _____ PROJECT NAME: _____ TOTAL DOLLAR AMOUNT OF CONTRACT: \$ _____ Federal I.D. No. _____
 CONSULTANT/CONTRACTOR NAME: _____ ADDRESS: _____
 CONSULTANT/CONTRACTOR RACIAL/ETHNIC/GENDER/SIZE (See # Codes Below) _____ IF NO SUBS WILL BE USED, CHECK HERE: _____

| Subconsultant/ Subcontractor (SC) Name | Sec. 3 Business? <input checked="" type="checkbox"/> | SC Racial/ Ethnic Code ** | SC Gender Code | Small Business? <input checked="" type="checkbox"/> | Address and Phone Numbers | Trade, Service or Supply | Competitive or Negotiated Bid | Federal I.D. No. |
|---|--|---------------------------------|----------------------|---|---------------------------|-----------------------------|--|---------------------|
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TOTAL DOLLAR AMOUNT OF SUBCONTRACTS: \$ _____ **RACIAL/ETHNIC /GENDER/SIZECODES (Include all (this is combined total of all subcontracts to subconsultants, contractors, subcontractors applicable codes under table columns 3 and 4 above)

TOTAL DOLLAR AMOUNT AWARDED TO SECTION 3 BUSINESSES: \$ _____

- 1 - White Americans
- 2 - Black Americans
- 3 - Native Americans
- 4 - Hispanic Americans
- 5 - Asian/Pacific Americans
- 6 - Hasidic Jews
- 7 - Women Business
- 8 - Small Business

Person completing form: _____ Title: _____

Telephone: _____ Date: _____

ATTACH DOCUMENTATION TO THIS FORM TO DEMONSTRATE THE AFFIRMATIVE STEPS UNDERTAKEN BY THE CONSULTANT/CONTRACTOR, TO SOLICIT AND AWARD CONTRACTS (WHERE SUBCONTRACTS ARE APPLICABLE) TO SECTION 3 BUSINESSES IN ACCORDANCE WITH THE SOLICITATION PROCEDURES DESCRIBED IN THE PROPOSAL SOLICITATION DOCUMENT.

*Consultant or Contractor should include information about all subcontracts on this form, including contracts with subconsultants, general contractors and/or subcontractors.

